

Terms of Use Agreement

Between

Americanhealth Mobile Medicine Private Limited

And

[User]

TERMS OF USE AGREEMENT

This Terms of Use Agreement (“**Agreement**”) is a legally binding contract that is entered into

BY AND BETWEEN

Americanhealth Mobile Medicine Private Limited, a private limited company having its registered address at PRESTIGE COSMOPOLITAN,36, SARDAR PATEL ROAD,7TH FLOOR, GUINDY, CHENNAI-600032. IN (hereinafter referred to as “**Healthcare Service Provider**” which expression shall mean and include its affiliates, successors and permitted assigns) of the FIRST PART;

AND

[User]

The Healthcare Service Provider and the User shall hereinafter be referred to individually as “**Party**” and collectively as “**Parties**”

This Agreement is an electronic record in terms of the Information Technology Act, 2000 and the rules framed thereunder. This electronic record is generated by a computer system and does not require any physical or digital signatures. This Agreement 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 for access or usage of the [admin@americanhealthmobilemedicine.com] website.

RECITALS

WHEREAS

- A. The Healthcare Service Provider is the developer and the proprietor of the Platform (*defined hereinafter*) which facilitates the provision of the Services (*defined hereinafter*) through Licensed Medical Professionals (*defined hereinafter*) at the home of the User (*defined hereinafter*) (“**Purpose**”)
- B. The User is desirous to subscribe and avail use of the Platform and Services offered by the Healthcare Service Provider for the execution of the Purpose, and the Healthcare Service Provider has agreed to provide the same to the User.

NOW THEREFORE, in consideration of the Purpose and the mutual covenants and agreements contained herein, the User and the Healthcare Service Provider enter into this Agreement that govern the terms and conditions of subscription and/or use of the Platform for the Purpose by the User.

1. DEFINITIONS

- 1.1. “**Agreement**” shall mean this Terms of Use Agreement entered into by the Parties.

- 1.2. **“Affiliates”** shall mean and include without limitation Licensed Medical Professionals, employees, contractors, partners, etc. of the Healthcare Service Provider.
- 1.3. **“Applicable Law”** shall mean shall mean and include without limitation, all applicable statutes, enactments, acts of legislature or Parliament, state laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any governmental, statutory and judicial authority, tribunal, board, or court.
- 1.4. **“Caregivers”** shall mean and include without limitation family members, friends, household employees, associates, etc. of the User present at the time of rendering of the Services to the User.
- 1.5. **“Complaint”** shall mean and include any grievances expressed by the User on the Platform in relation to the Services provided by the Healthcare Service Provider and its Affiliates.
- 1.6. **“Confidential Information”** shall mean and include any and all information (including without limitation Medical Information of the User) provided by the Parties in relation to this Agreement and during the Term of this Agreement, in oral, physical, digital and/or any other form by the Disclosing Party to the Receiving Party.
- 1.7. **“Consent”** shall mean the definition as per Section 13 of the Indian Contract Act, 1872
- 1.8. **“Disclosing Party”** shall mean any Party disclosing Confidential Information under this Agreement to the Receiving Party.
- 1.9. **“Home”** shall mean and include the residential address of the User as provided to the Platform during the process of registration and creation of an Account, where the Services are rendered by the Healthcare Service Provider and/or Licensed Medical Professional.
- 1.10. **“Intellectual Property Rights”** shall mean and include without limitation any and all means any patent, copyright, Trademark, moral right, trade secret right or any other intellectual property right arising under Applicable Laws and all ancillary and related rights, including without limitation all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the same of the Healthcare Service Provider.
- 1.11. **“Licensed Medical Professionals”** shall mean and include without limitation qualified nurses, physiotherapists, physicians, etc. in accordance with the requirement of the User providing the Services availed through the Platform of the Healthcare Service Provider.
- 1.12. **“Medical Information”** shall mean and include any and all medical information provided by the User including but not limited to present medical grievances, complaints, past illness, hospitalizations, medications, current health status, etc. of the User.
- 1.13. **“Medical Records”** shall mean and include any and all relevant information on the medical details of the User disclosed on the Platform and a record of any and all

Services and courses of treatment afforded to the User by the Healthcare Service Provider.

- 1.14. **“Privacy Policy”** shall mean the privacy policy governing the use of the Platform which may be accessible at [●]
- 1.15. **“Receiving Party”** shall mean any Party receiving Confidential Information under this Agreement from the Disclosing Party.
- 1.16. **“Services”** shall mean the services enumerated in Annexure I of this Agreement pursuant to subscription and/or use of the Platform.
- 1.17. **“Subscriber”** shall mean users of the Platform availing the Services, through the Subscription Model as enumerated in Annexure II of this Agreement.
- 1.18. **“Other User”** shall mean users of the Platform availing the Services, without subscription to the Payment and Subscription Terms as enumerated in Annexure III of this Agreement.
- 1.19. **“User”** shall mean and include both Subscribers and Other Users as defined hereinabove.

2. CONDITIONS OF USE AND PAYMENT

- 2.1. Access to the Platform and Services is obtained through:
 - (a) Payment of subscription fees in accordance with Annexure II of this Agreement by the Subscriber;
 - (b) Payment for use of the Platform and Services on each usage in accordance with Annexure II of this Agreement by the Other User;
- 2.2. The User shall create a user account and provide email address and address for correspondence for the same, in order to access the Platform and avail the Services provided by the Healthcare Service Provider (**“Account”**).
- 2.3. The User shall bear the sole responsibility to ensure that the access and use of the Account is restricted to the User alone and no other third parties.
- 2.4. The payments made by the User in accordance with Annexure II to this Agreement shall be inclusive of all applicable taxes, and the Healthcare Service Provider shall be entitled to raise invoices at its sole discretion.
- 2.5. The User shall use the Platform and Services in accordance with the following (i) this Agreement, (ii) Privacy Policy and (iii) Applicable Laws;
- 2.6. The User hereby acknowledges and agrees that the User’s use of the Platform and Services is at the User’s sole risk and that the Services are provided on an *“as is”* and *“as available.”*

3. CANCELLATION AND REFUND

- 3.1. The Parties shall effect cancellation of the Services by provision of prior notice of [24 hrs] through the Platform and in accordance with the Cancellation and Refund Policy attached as Annexure III to this Agreement.
- 3.2. In the event of any deviation by the User, from the this Section 3 and the provisions of Annexure III to this Agreement in the cancellation of the Services, the Healthcare

Service Provider shall be entitled to [for unauthorized cancellation only 55%will be refunded after authorisation]

- 3.3. In the event of cancellation of the Services in accordance with this Section 3 and the provisions of Annexure III to this Agreement, the User shall receive a refund in accordance with Annexure III to this Agreement.
- 3.4. In the event of cancellation of the Services by the Healthcare Services Provider in accordance with provisions of Annexure III to this Agreement, the User shall receive a refund in accordance with Annexure III to this Agreement.
- 3.5. The User may be entitled to a refund on the basis of the sole determination of the Healthcare Service Provider in the following circumstances:
[refer General refund conditions]

4. SERVICES

- 4.1. The User shall express medical needs and grievances as required by the form prescribed on the Platform.
- 4.2. The Healthcare Service Provider shall in turn facilitate a consultation with a Licensed Medical Professional in accordance with the medical needs and grievances expressed by the User, at the Home of the User.
- 4.3. The Healthcare Service Provider shall ensure that the informed Consent of the User is obtained prior to rendering the Services to the User.
- 4.4. The Services are not intended to be a substitute for emergency healthcare and the User and/or its Caregivers shall contact emergency healthcare providers in the event of any medical emergency.

5. HEALTHCARE SERVICE PROVIDER

- 5.1. The Healthcare Service Provider shall ensure provision of the appropriate Services through the Licensed Medical Professionals at the Home of the User, in accordance with the medical requirement and/or complaint expressed by the User.
- 5.2. The Healthcare Service Provider shall retain the right to update the Platform and/or Services, at its sole determination. In this process of updating, the Healthcare Service Provider shall have the right to suspend the Services, following prior intimation of [30 DAYS] to the commencement of update process.
- 5.3. The Healthcare Service Provider shall have the right to amend Payment and Subscription Terms enumerated in Annexure II to this Agreement, in its sole determination by providing prior intimation of [7 days] in writing to the User.
- 5.4. The Healthcare Service Provider shall ensure that any and all Licensed Medical Professionals engaged are qualified and registered with the appropriate statutory bodies and in accordance with Applicable Law.
- 5.5. The Healthcare Service Provider shall ensure that the User has the opportunity to choose the Licensed Medical professional rendering the Services to the User.
- 5.6. The Healthcare Service provider shall ensure that there is a comprehensive mechanism available to Users on the Platform to express Complaints and shall ensure

- redressal of such a complaint within a period of [7 days] from the date of receipt of the Complaint by the Healthcare Service Provider.
- 5.7. The Healthcare Service Provider shall ensure that the informed Consent of the User is obtained prior to any Services rendered to the User.
 - 5.8. The Healthcare Service Provider shall ensure that the informed Consent of User is obtained, prior to the User's refusal of the Services and/or any consequent treatment, following consultation with the Licensed Medical Professional,
 - 5.9. The Healthcare Service Provider shall ensure provision of the highest quality of Services by use of the highest quality of products, equipment, tools and qualified Affiliates, in accordance with the industry best practices and Applicable Law.
 - 5.10. The Healthcare Service Provider shall and shall ensure that its Affiliates in performance of its obligations under this Agreement, act in accordance with utmost professionalism, generally acceptable code of ethics, industry best practices and Applicable Law.
 - 5.11. The Healthcare Service Provider shall ensure that the Licensed Medical Professionals afford a generally acceptable level of privacy, dignity and respect to the User and/or the Caregivers while rendering the Services.
 - 5.12. The Healthcare Service Provider shall ensure that the Licensed Medical Professionals affords a generally acceptable level of dignity and respect for any and all specific religious and/or spiritual needs and/or restrictions expressed by the User and/or the Caregivers in rendering the Services to the User at the Home of the User.
 - 5.13. On the receipt of request of the User through the procedure prescribed on the Platform, the Healthcare Service Provider shall ensure access to the Medical Records of the User within a period of [15 days] from the receipt of such a request.

6. USER

- 6.1. The User shall ensure prompt payments in strict accordance with Annexure II to this Agreement and/or as prescribed by the Healthcare Service Provider from time to time.
- 6.2. The User shall ensure that any and all Medical Information furnished to the Healthcare Service Provider under this Agreement is true and accurate to the best of the knowledge of the User.
- 6.3. The User shall ensure that their present medical needs and grievances are expressed to the Healthcare Service Provider through the Platform and/or to their chosen Licensed Medical Professional in order to ensure rendering of the appropriate Service and/or treatment therein.
- 6.4. The User shall bear all responsibility for any and all personal belongings of the User and/or its Caregivers during the rendering of the Services by the Healthcare Service Providers and its Affiliates at the Home of the User.
- 6.5. The User shall ensure that any and all instructions and/or directions provided by the Healthcare Service Provider and/or its Affiliates in rendering the Services to the User ("**Treatment Plan**") is followed strictly and the Healthcare service Provider shall bear no liability for any deviation from the Treatment Plan and/or consequences thereof by the User.

- 6.6. The User and/or its Caregiver shall ensure the availability of any and all medicines, consumables, equipment, etc. as prescribed by the Treatment Plan and the Healthcare Service Provider shall bear no liability for the provision of the same to the User.
- 6.7. The User shall ensure that the Licensed Medical Professional rendering the Services at the Home of the User shall be treated by the User and its Caregivers with the utmost respect, dignity and safety. In the event of any grievance and/or injury sustained by the Licensed Medical Professional attributable to the User and/or its Caregivers, the User shall have sole liability for the same.

7. INTELLECTUAL PROPERTY

- 7.1. The Healthcare Service Provider retains all right, title and interest in and to and ownership of Platform and Services including customisations if any, to all updates and all modifications and the Intellectual Property Rights thereto.
- 7.2. The Healthcare Service Provider does not by way of this Agreement transfer either the title and/or the Intellectual Property Rights of the Platform and its Services to the User.

8. CONFIDENTIALITY

- 8.1. The Parties hereby undertake to retain in strict confidence all information orally, digitally, in writing and/or in any other form disclosed by the Parties in relation to this Agreement by the Disclosing Party to the Receiving Party.
- 8.2. Confidential Information shall mean and include without limitation: (i) This Agreement and Annexures thereof and (iii) Privacy Policy.
- 8.3. **“Confidential Information”** shall not include information that: (i) is and/or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (ii) the Receiving Party can demonstrate to have had rightfully in its possession and without restriction, prior to disclosure hereunder; (iii) is independently developed by the Receiving Party without use of the Disclosing Party’s Confidential Information, as can be shown by tile written records of the Receiving Party; (d) is lawfully obtained from a third party who has the right to make such disclosure; or (e) is released for publication by the Disclosing Party in writing.
- 8.4. The Receiving Party shall treat and maintain the Confidential Information of the Disclosing Party in the same manner as if it were its own.
- 8.5. The Receiving Party may be permitted to disclose Disclosing Party’s Confidential Information to the extent required by any judicial, statutory and/or governmental a authority, provided that the Receiving Party promptly notifies the Disclosing Party of the disclosure requirement and cooperates with the Disclosing Party (at the latter’s expense and at its request) to resist or limit the disclosure.
- 8.6. In the event of any unauthorised disclosure and/or breach of Confidential Information by the Receiving Party, the nature and extent of such a breach must be notified to the Disclosing Party in writing within a period of five (05) business days from the date of occurrence of such a breach.

9. REPRESENTATIONS AND WARRANTIES

- 9.1. Both Parties represent, warrant, confirm and undertake that they are not prevented, either under any Applicable Laws law, agreements and/or otherwise however from entering into this Agreement.
- 9.2. The User hereby represents, warrants, confirms and undertakes that they are at least eighteen (18) years of age and hence is permitted to access and use the Platform and avail the Services.
- 9.3. The User hereby represents, warrants, confirms and undertakes that any and all information (including, without limitation to Medical Information) provided to the Healthcare Service Provider under this Agreement is true and accurate to the best knowledge of the User.
- 9.4. The User hereby represents, warrants, confirms and undertakes that it shall strictly adhere to the Treatment Plan provided by the Healthcare Service Provider.

10. INDEMNITY

- 10.1. The User shall defend, indemnify, and hold harmless the Healthcare Service Provider and its Affiliates against any and all third-party claims, suits, proceedings, costs, and expenses (including, without limitation, attorneys' fees) arising from or related to the User's and its Caregivers' acts and omission resulting in: (i) breach of the provisions of this Agreement; (ii) breach of the Privacy Policy; (iii) wilful misconduct and gross negligence; and (iv) violation of any Applicable Law;

11. LIMITATION OF LIABILITY

- 11.1. IN NO EVENT SHALL THE HEALTHCARE SERVICE PROVIDER BE LIABLE TO THE USER FOR (WIHTOUT LIMITAION) INABILITY TO USE, THE PLATFORM AND/OR ANY CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, THE SERVICES, ACCESS AND/OR LOSS OF USER'S MEDICAL RECORDS AND MEDICAL INFORMATION USER'S AND/OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE AND/OR INDIRECT DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, NEGLIGENCE.
- 11.2. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE HEALTHCARE SERVICE PROVIDER, FOR ALL CLAIMS ARISING OUT OF OR UNDER THIS AGREEMENT, EXCEED THE AMOUNT THAT THE USER HAS PAID IN ACCORDACNE WITH ANNEXURE II TO THIS AGREEMENT AND/OR NO AMOUNT EXCEEDING RS. [INSERT AGGREGRATE LIABILITY AMOUNT]

12. TERM AND TERMINATION

- 12.1. Term
- 12.2. This Agreement shall remain in full force and effect unless terminated by the Parties in accordance with the provisions mentioned hereunder.
- 12.3. Termination for Convenience

The Healthcare Service Provider shall have a right to terminate this Agreement for convenience by providing thirty (30) days' prior written notice to the User to this effect.

12.4. Termination for Cause

- (a) The Healthcare Service Provider reserves the right to terminate this Agreement, without any requirement for provision of notice to the User in the event of:
- i. submission of false, inaccurate and/or incomplete Medical Information furnished by the User;
 - ii. unable to verify and/or authenticate the Medical Information furnished by the User;
 - iii. sole determination of the Healthcare Service Provider that the User's actions may cause legal liability and/or contrary to the interests of the Platform and/or the Healthcare Service Provider;
 - iv. any report from any third party on violation of any of its right as a result availing of the Services by the User;
- (b) Each Party reserves the right to terminate this Agreement in the event that the other Party breaches a material obligation under this Agreement, Privacy Policy and/or other ancillary applicable documents and/or Applicable Laws and such breach remains uncured for a period of thirty (30) days from the date of notification to this effect in writing from Party not in breach.

12.5. Effect of Termination

- i. On termination of this Agreement in accordance with Section 12 herein, the Healthcare Service Provider reserves the right to immediately terminate the access of the User.
- ii. Following a 30 (thirty) day period from the date of termination of the Agreement, the Healthcare Service Provider shall have no obligation to maintain and/or provide any the User's data and shall thereafter, unless legally prohibited, delete all the User's data in its systems and/or otherwise in its possession or under its control.
- iii. The Parties shall duly within a period of [30 days] business days from the date of termination of the Agreement, return any and all Confidential Information and all copies thereof, to the representatives of the concerned Party.

13. MISCELLANEOUS

13.1. Force Majeure

The Healthcare Service Provider shall not liable for any losses, and/or breaches caused under this Agreement due to occurrence of any force majeure event. Force Majeure Event shall mean any event, or a series of related events, that is outside the reasonable control of the party affected (including without limitation failures of the internet or any public telecommunications network, failures of the Healthcare Service Provider's hosting provider, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist

attacks, Pandemic, Epidemic, Central & State Government orders, and its impact and wars);

13.2. Assignment

The User shall not assign this Agreement and/or any rights herein without the prior, written Consent of the Healthcare Service Provider.

13.3. Waiver

Failure or delay on the part of a party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of default shall not operate as a waiver of any other default or of the same type of default on future occasions.

13.4. Notices

All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given by a Party hereto as set forth below and shall either be (a) personally delivered; (b) sent via postage prepaid certified mail, return receipt requested; (c) sent by nationally-recognized private express courier or (d) sent via electronic mail and/or one of the other methods described herein to the addresses and email addresses as provided by the User under Section 2.2 and that of the Healthcare Service Provider hereinabove. Notices shall be deemed to have been given on the date of receipt if personally delivered or via fax, or two (2) days after deposit via certified mail or express courier. A Party may change its address for purposes hereof by written notice to the other in accordance with the provision of this section.

The addresses for the parties are as follows:

- i. *Healthcare Service Provider*: email]
- ii. *Subscriber*: as per the details provided by the User in accordance with Section 2.2 of this Agreement;

13.5. Severability

In the event that any portion of this Agreement is held invalid, the Parties hereby agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and the Parties further hereby agree to substitute for the invalid provision a valid provision that most closely approximates the economic effect and intent of the invalid provision.

13.6. Amendment

The Healthcare Service Provider may amend this Agreement by providing a prior written notice to this effect to the User of five (05) business days. The User shall communicate its acceptance of such amendments affected by the Healthcare Service Provider in writing within a period of five (05) business days from the receipt of notice of amendment of this Agreement from the Healthcare Service Provider.

14. Governing Law and Jurisdiction

14.1. This Agreement shall be governed and construed in accordance with the laws of India.

14.2. The courts in Chennai, India shall have exclusive jurisdiction with respect to any and all disputes arising between the Parties in connection to the enforcement and interpretation of this Agreement.

15. Dispute Resolution

- 15.1. All disputes, controversies and differences of opinion arising out of or in connection with this Agreement including for the breach and termination of the Agreement which cannot be settled amicably shall be submitted to final and binding arbitration at the request of any of the disputing Party upon written notice to that effect to the other, which arbitration shall be conducted in the following manner:
- i. The arbitration shall be conducted in accordance with the rules prescribed by the Arbitration and Conciliation Act, 1996 as amended from time to time (which is deemed to be incorporated into this Agreement by reference);
 - ii. The arbitration panel shall consist of a sole arbitrator, to be appointed mutually by the Parties;
 - iii. Any arbitration award rendered shall be final, binding and not subject to any form of appeal. The losing Party, as determined by the arbitrator(s), shall pay all out-of-pocket expenses (including attorneys' fees) incurred by the prevailing Party, as determined by the arbitrator(s), in connection with any dispute unless the arbitrator(s) direct otherwise.
 - iv. The existence of a dispute, or the commencement or continuation of arbitration proceedings shall not, in any manner, prevent or postpone the performance of those obligations of Parties under the Agreement which are not in dispute;
 - v. Nothing shall preclude the Parties from seeking interim equitable or injunctive relief, or both. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the Parties to pursue any other remedy or relief through the arbitration described in this Section 15;
 - vi. All proceedings of the arbitration shall be in the English language;
 - vii. The seat and venue of the arbitration shall be Chennai, India;

SCOPE OF SERVICES

SL.NO	DESCRIPTION OF SERVICES	REMARKS
1	Direct Doctor Services	
2	Direct Nursing Services	
3	Direct Rehabilitation Services	
4	Direct Physio Therapy Services	
5	Direct Occupational Therapy / Hand Specialist (OT)	
6	Direct Speech Therapy Services	
7	Medical Social Worker - MSW	
8	Home Health Aide Services (HHA)	
9	Nutrition /Dietician Services	
10	Schedule Telehealth Visits	

ANNEXURE II

MEMBERSHIP BY PAYMENT

Individual Memberships

STANDARD

Rs. 12500/Month

Telemedicine Consultations with Doctor, Nurse, Rehab professionals and Nutritionist/ Dietician

- Total calls: 4 per month.
- Each call limits up to 15min.
- Up to 6 House visits per month can be used as needed.

One Doctor Visit

For the remaining five visits the below services can be combined.

Nurse, Rehab professionals and Nutritionist/ Dietician.

**Note: Unused services will not be carried over to next month.
Any services used over the membership limit will be charged per visit per
profession. Call our office for special pricing.**

One-time membership sign on fee.

Rs. 4999

[ENROLL NOW](#)

PLUS

Rs. 20,000/Month

Telemedicine Consultations with Doctor, Nurse, Rehab professionals and Nutritionist/ Dietician

- Total calls: 6 per month.
- Each call limits up to 15min.
- Up to 8 House visits per month can be used as needed.

Two Doctor Visit

For the remaining six visits the below services can be combined.

Nurse, Rehab professionals and Nutritionist/ Dietician.

**Note: Unused services will not be carried over to next month.
Any services used over the membership limit will be charged per visit per
profession. Call our office for special pricing.**

One-time membership sign on fee.

Rs. 4999

[ENROLL NOW](#)

PREMIUM

Rs. 26,000/Month

Telemedicine Consultations with Doctor, Nurse, Rehab professionals and Nutritionist/ Dietician

- Total calls: 8 per month.
- Each call limits up to 15min.
- Up to 10 House visits per month can be used as needed.

Three Doctor Visit

For the remaining Seven visits the below services can be combined.

Nurse, Rehab professionals and Nutritionist/ Dietician.

**Note: Unused services will not be carried over to next month.
Any services used over the membership limit will be charged per visit per profession. Call our office for special pricing.**

- 12 Month Lifestyle Intervention Program included, digital Health Coach, online Nutritionist for athletic performance, weight loss, hypertension, diabetes, gut health, menopause and more.
 - Includes Check-Up Labs*
 - Includes one mobile phlebotomy lab collections
 - EKG(ECG) or Holter as per the physician's request

One-time membership sign on fee.

Rs. 4999

[ENROLL NOW](#)

Family Memberships

STANDARD

Includes up to
2 Adults, 2 Kids (0-12 years)

Rs. 2000.00/month per Additional Child

Rs. 25,000/Month

Telemedicine Consultations with Doctor, Nurse, Rehab professionals and Nutritionist/ Dietician

- Total calls: 5 per month.
- Each call limits up to 15min.
- Up to 10 House visits per month can be used as needed.

Three Doctor Visit

For the remaining Seven visits the below services can be combined.

Nurse, Rehab professionals and Nutritionist/ Dietician

**Note: Unused services will not be carried over to next month.
Any services used over the membership limit will be charged per visit per
profession. Call our office for special pricing.**

- Includes vaccination as needed.
- Includes Check-Up Labs*
- Up to one mobile phlebotomy lab collections
- EKG(ECG) or Holter as requested by the physician

One-time membership sign on fee.

Rs. 4999

Visits can be shared within family members

PREMIUM

Includes up to
4 Adults, 2 Kids (0-12 years)

Rs. 2000.00/month per Additional Child

Rs. 29,999/Month

Telemedicine Consultations with Doctor, Nurse, Rehab professionals and Nutritionist/ Dietician

- Total calls: 7 per month.
- Each call limits up to 15min.
- Up to 12 House visits per month can be used as needed.

Four Doctor Visit

For the remaining Eight visits the below services can be combined.

Nurse, Rehab professionals and Nutritionist/ Dietician

**Note: Unused services will not be carried over to next month.
Any services used over the membership limit will be charged per visit per
profession. Call our office for special pricing.**

- Includes vaccination as needed.
- Includes Check-Up Labs*
- Up to 2 mobile phlebotomy lab collections/month per household
- EKG or Holter as requested by physician

One-time membership sign on fee.

Rs. 4999

Visits can be shared within family members

Pay for 12 months subscription together,

And

Get the 13th month subscription free for all memberships.

ANNEXURE III

NON MEMBERSHIP -STANDARD HOUSE CALL

Non Memberships (Standard House Call)

Doctor visit

45-60 minutes for new patients, check-ups or multiple concerns

Telemedicine and virtual visit

Billed in 30-45min

Virtual consults by phone or video call.

Nurse Visit

Home visit by a nurse to check a wound, suture removal, administer vaccines, check vital signs, IV and other appropriate for the visit 45-60min

Virtual consults by phone or video call. Billed in 30-45min

Rehabilitation services =Physical Therapy, Occupational Therapy and Speech Therapy (Home visit)

Virtual consults by phone or video call. Billed in 30-45min

ANNEXURE-IV

CANCELLATION & REFUND POLICY

Cancellation Notice:

- All cancellation of the appointment must be made at least 24 hrs in advance of the day of the appointment start time.
- Clients who do not cancel their appointment at least 24 hrs in advance will be counted as administrative visit, the health care provider will cancel the appointment and shall treat the services is provided to the patient
- Cancellation made via patients through web site portal account (for which all patients receive a login and password when they first sign up with AMERICANHEALTH MOBILE MEDICINE) or by speaking directly to a member of the office on phone.

- Text messages, emails or voice mails left for Americanhealth mobile medicine staff are not sufficient notice, and are not accepted as cancellation notification

General Refund Conditions:

1. This Refund Policy is subject to change by us and in the event of any amendments, AMERICANHEALTH MOBILE MEDICINE shall make a suitable announcement on the Website. The changes will apply after AMERICANHEALTH MOBILE MEDICINE have given notice. If Members do not wish to accept the revised policy, the MEMBERS should not continue to use the Services. If members continue to use the Services after the date on which the change comes into effect, members use of the Services indicates the agreement to be bound by the new Refund Policy.
2. Refunds of Service Fees will only be considered where members satisfy the Refund Eligibility Criteria in full. If fail to meet any of the Refund Eligibility Criteria, AMERICANHEALTH MOBILE MEDICINE shall have the right in our sole discretion to decline the request for a refund
3. To apply for a refund, members must properly and fully complete and submit a Refund Request Form. All refund requests should be submitted in website online Refund form
4. AMERICANHEALTH MOBILE MEDICINE shall process member's refund request following receipt as soon as it is reasonable time.
5. By filling in and submitting the Refund Request Form, the payment of the refund will only be approved or rejected by AMERICANHEALTH MOBILE MEDICINE after verification basis the Refund Eligibility Criteria.
6. Any Transaction Charges or loss due which arise upon processing a refund of Service Fees shall be borne solely by Members. Transaction Charges will be deducted from the final amount to be refunded. Loss due to bank charges and difference in exchange rate will be borne by members and AMERICANHEALTH MOBILE MEDICINE is not liable to pay any interest on this amount. Requests for refunds or cancellation of a Service(s) will not be accepted where:
7. In the case of any services which are partially used, no Refund request will be approved in such cases
8. If members miss the appointment on the scheduled date
9. If members are delayed for the appointment and members cannot be accommodated on the same day
10. If members application is incomplete as per the guidelines and the application cannot be accepted on the appointment day
11. If member cancel the appointment
12. If members are unable to proceed with the appointment who selected location incorrectly

Refund Processing Timeline

- Refunds of Service Fees will be processed within THREE WEEKS _____ working days from the date of notifying members of the decision.
- Members will have no recourse to a refund of the service fees if we suspect the members have, or are, engaged in, or have in any way been involved in, false, fraudulent or illegal activity on the Website.

Refund Criteria

PRIVILEGED AND CONFIDENTIAL
Draft for the Purpose of Discussion

If for any reason members need a refund, a 30% processing fee will be accessed to the amount refunded. Refunds are only distributed to those with credit less than 30 days. All debit / credit payment transactions are also subject to a 4 % processing fee.

In witness thereof the parties hereto have executed this Agreement on the day, Date mentioned hereinbefore

For _____ Members For AMERICANHEALTH MOBILE MEDICINE

I ACCEPT/ AGREE