

# Terms and Conditions

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This website terms and conditions ("terms") governs the use of this website [www.starhospital.co.in](http://www.starhospital.co.in) ("website") of **STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED)**

## DESCRIPTION OF SERVICES

All visitors to our website should adhere to the following terms and conditions. By accessing or using this website, you agree to be bound by these terms and conditions and accept them in full, as they May be modified by Star hospital (for purposes of these terms and conditions the term "star hospital") from time-to-time and posted on this website.

## Applicability

- These website terms and conditions are applicable to all transactions including online appointment booking, bill payments, advance payment against services and/or any other transactions through this website, UPI QR code & through its hyperlink(s) and authorized third party websites.

## Information Provided by You

- We require you to provide us with certain information about yourself when you use the Online Transactions. This information shall include the patient's details and card holder's name in case of online payment facility. We may also use this information to ensure that the bill payment process is carried out accurately and efficiently.
- You agree to ensure that any information provided by you shall be complete and accurate. You shall not at any time provide us with information which is false, inaccurate, misleading, obsolete or deceptive. If the information is found false/

deceptive/inaccurate/misleading, STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) holds right to cancel the appointment/ transaction and refund/stop the payment.

- To receive the confirmation alert of the appointment booking, kindly provide your correct contact number and email ID. By providing the said information, you hereby authorize STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) to contact you via telephonic calls, SMS and/ or electronic mail, in respect of the appointments booked by you and for providing the information about the services provided by STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED), to you.
- The consultation time provided is indicative and actual consultation time may vary.
- Appointment booking is only for consultation and not for follow-up consultation.
- Mandatory to produce the valid age proof to avail the Senior Citizen discount else the differential amount should be paid at the counter.
- The appointment slot will be released in case of late arrival of the patient and the patient will be treated as a walk-in patient and consultation should be subject to availability of time with the respective doctor.
- Complete details of 'New' patient should be filled accurately, and we may also use this information for data analysis and marketing purposes. By accepting these Terms, you explicitly permit STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED)
- to use the data provided by you for the said purpose.
- We track the Internet address of the domains from which people visit us for trend analysis.
- We may use the Internet address to identify any fraudulent transaction. If the information provided by you is false/deceptive/inaccurate or misleading, STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED)
- reserves the right to cancel your appointment without assuming any liability whatsoever. Hence, it's advised to submit/upload all relevant and accurate information on the portal.
- If you do not wish to provide us with the required information, kindly click on exit button to exit the appointment booking application.

## Availability

- STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) operates and controls this Website from India and makes no representations that the Information is appropriate for use in any other location across the globe. Information published in this Website may contain references to products and services which are available in India and not available in your country. Such references do not imply that STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) intends to make available such products or services in your country. Users are urged to consult STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) officials for information regarding the products and services available to you.

## Limitation of Liability for Use of The Site

- The information available on the website could inadvertently include inaccuracies or typographic errors. STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) specifically disclaims any liability for such inaccuracies or errors. STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) does not warrant or represent that the information on the website is complete or up-to-date and assumes no obligation to update the website. STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) may change the information on the website at any time without notice or may make improvements or changes to the website at any time.
- You agree and undertake that STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED), its affiliates and any of their respective officers, directors, employees, or agents will not be liable, whether in contract, tort, strict liability or otherwise, for any direct, punitive, special, consequential, incidental or indirect damages (including without limitation lost profits or lost opportunity) arising out of or in connection with the use of this website or a Hyper-link site or a third party site, or with delay or inability to use the website, even if STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) is made aware of the possibility of such

damages. This limitation on liability includes, but is not limited to, transmission of any viruses which may infect a user's equipment, unauthorized access, operator errors, theft, failure of mechanical or electronic equipment or communication lines, telephone or other connect problems, strikes or other labor problems or any force majeure. STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) cannot and does not guarantee continuous, uninterrupted or secure access to the Website.

- You are informed that use of the internet may be susceptible to several frauds, misuse, hacking and other actions that could affect payment instructions / other instructions to your bank through the payment gateway. STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) shall aim to provide security to prevent the same, there cannot be any guarantee from such internet frauds, hacking and other actions that could affect payment instructions / other instructions including result in delay or failure in processing the instructions. STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) shall not be held responsible for the same.
- STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) shall not be responsible for any such failed transaction, where the bank account of the user of the website is debited for the transaction amount and the transaction is not completed, for any reason whatsoever. Such user should connect with his/her banker for any such failed transactions and the user of website absolves STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) of any liability, whatsoever, on this account.

## Data Protection

- STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) may use "Cookies" for storing visitor preferences, profiling visitors and tracking visitor behavior on this website. Cookies are small data files that a website stores on computer. By visiting this website, you acknowledge, accept and expressly authorize STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) for the placement of Cookies on your computer.
- STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) shall take all reasonable precautions to preserve the confidentiality and prevent any corruption

or loss, damage or destruction of the data and information provided by you on the website.

- All personal medical information will be kept confidential. It will only be disclosed to those involved with your treatment or care or persons involved in the process of evaluation of your information including but not limited to medical treatment, procedure, services etc. or an organization, which may be responsible to evaluate your treatment expenses. However, STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) reserves the right to perform statistical analyses on your personal data and information. For details on the confidentiality and privacy policy refer to the Online Privacy Statement. If such data has been requisitioned by any government agency/department/body and/or any law enforcement agency, STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) shall be entitled to share the same on receipt of a written notice in this regard.
- Certain services on the website may require authentication procedures and enable you to access such services by using a user ID and password. STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) shall take reasonable care to ensure the security of and to prevent unauthorized access to the services, which are part of the website, however you will be the sole and exclusive owner of user ID and the password. It is your responsibility to ensure the confidentiality and protection of your user ID and password and will not reveal to any third party. You are urged to change your password at regular intervals. In addition to user ID and password, STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) may, at its discretion, require you to adopt such other means of authentication
- You are cautioned that use of cyber-cafe/shared computer for payment transaction at a shared terminal is risky and you are urged not to use a cyber-cafe/shared computer terminal for any such transactions.

## Online Payment Details & Refund Policy

### Gateway Security

- We wish to make your payment process a secure and convenient experience and invite you to carefully read these Terms and Conditions which govern the use of this Online Payment Facility.
- We use all reasonable endeavors to ensure the integrity of the Online Payment Facility's Security. Despite our endeavors, breaches of security and confidentiality could occur. You acknowledge that we are not liable for any loss suffered by you because of any breaches in security.
- You are responsible for keeping the computer you are making the payment from free from viruses and malicious programs and maintaining all appropriate security measures.
- You acknowledge that your failure to do so may lead to, amongst other things, the interception of data by unauthorized parties. We shall have no liability to you whatsoever if you suffer any loss that is caused wholly or in part by your failure to keep secure the computer you are making a payment from.
- STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) may at any time modify the Terms & Conditions of Use of the site without any prior notification to you. You can access the latest version of the User Agreement at any given time on the website. You should regularly review the Terms & Conditions on the website. In the event the modified Terms & Conditions is not acceptable to you, you should discontinue using the service. However, if you continue to use the service you shall be deemed to have agreed to accept and abide by the modified Terms & Conditions of Use of this site.

## Payment

- When STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) receives a transaction instruction from you in respect of any services or products on the website, through appropriate mode you may also be directed to a third-party site to enable processing of a transaction in which event such transaction will be governed by the terms and conditions of such third-party site. STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) shall not be liable (a) if any transaction does not fructify or may not be completed or (b) for any failure on part of the bank or the credit card or the third party site or agency to perform any of its

obligations or (c) in respect of any loss or damage arising directly or indirectly out of the decline or acceptance of authorization for any transaction, for any reason whatsoever.

### **Payment Gateway & Methods:**

- **STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED)** online payments are redirected to the service provider for processing and then returned to our site.
- **Accepted Credit Cards:** We currently accept the use of the following credit cards for payment through our Online Payment Facility:
  - Visa
  - MasterCard
  - Maestro
  - Amex
- **Select Debit Cards**
- **Net Banking**
- On clicking "Make Payment", your payment will be processed and on successful completion of the transaction, a Transaction ID will be provided to you. This is the confirmation id of your payment. Invoice for all paid OPD appointments would be generated on the arrival of the patient/attendant at the billing counter. An email and SMS with invoice number would be sent to your email id and the mobile number given at the time of booking. This SMS needs to be presented at the hospital counter to collect your hard copy of the invoice to avail the services.
- We do not consider that a payment has been made until a transaction number is issued. If you do not receive a transaction number, you should process your payment again or make your payment by another means.
- If you do not receive a transaction number (in the form of a confirmation page or email) after submitting payment information, or if you experience an error message or service interruption after submitting payment information, it is your responsibility to confirm the same from your bank or with the Customer Service Department whether your payment has been made or not. Only you may be aware of any problems that may occur during the payment process. STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) will not be responsible for losses

(monetary or otherwise) if you assume that payment was not made because you failed to receive confirmation. In case of Credit/Debit Card bookings the Credit/Debit Card and Card holder must be present at the billing counter.

## **Confirmation/ Evidence of Transaction**

### **Non-Paid Appointments**

- **SMS confirmation** - Your booking confirmation will be sent via SMS to the mobile number given by you at the time of booking. The SMS details need to be shown at the billing counter to get a printed invoice.

## **Paid Appointments**

- **SMS confirmation** - Your booking and payment confirmation will be sent via SMS to the mobile number given by you at the time of booking. Invoice for all paid OPD appointments would be generated on the arrival of the patient/attendant at the billing counter. You will need to consult the billing counter for any requirement of printed duplicate copy of the Invoice.
- In respect of any transactions permitted by STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) via its website from time to time, STAR HOSPITAL's own records of such transactions, maintained through computer systems or otherwise, including the recording of the time of the transaction(s), shall be conclusive proof of the genuineness and accuracy of such transactions and shall be accepted as conclusive evidence and binding on you for all purposes.

## **Important**



- If you are unable to make your appointment time, STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) may attempt to contact you, using the information provided at the time of booking. If STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) is unable to reach you after its initial attempt, STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) may entertain another walk in /next appointee patient.
- You might be needed to produce the credit card/ debit card used for the online payment of the booking, at the OPD billing Counter.

### Pricing and Other Errors

- If the amount you pay for an appointment/service varies from the actual services charge because of change in price or you are able to book an appointment before the scheduled OPD date or you are able to book an appointment not supposed to have been released for booking then; STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) will have the right to cancel that appointment and refund you the amount that you have paid. This will apply regardless of human error or a transactional malfunction on this Website.

### Rescheduling, Cancellation & Refund Policy

#### Rescheduling:

- Rescheduling of all online paid appointments can be done only until the invoice against such appointment is not generated. Once invoice is generated,

cancellation and refund process as mentioned below should be followed and re-process for a fresh booking, if need be.

## Cancellations

### Cancellation by the Customer:

- For any online paid appointments, where services were not availed by patient at the appointed time despite invoices being generated against such online appointment booking, you should give request for cancellation of such invoice for claiming a refund (50% of receipt amount only) at the hospital counter physically.

### Cancellation by

- STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED) -Occasionally, OPDs or appointments are cancelled or postponed by the Doctor/ STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED). Should this occur, we will attempt to contact you and refund the amount as per the policy of the STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED). You may book new appointment as per your convenience or visit <https://www.starhospital.co.in/appointment/> for new booking on the Website.

### Refunds:

- Upon receipt of a valid cancellation of the online payment against appointment as stated above, we will refund the money the way the payment was received. If the payment was by Credit/ Debit Card or Net-Banking, we will refund through the Credit/Debit Card or Net-Banking account. Typically, refunds are processed in 7

working days. Please note that we shall not be responsible for any delays in credit to the Cardholder's credit card account/ accountholder's bank account as that is managed by the Cardholder's issuing bank.

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Cancellation Time	Refund Amount
More than 24 hours before scheduled appointment	90% of total amount refunded
24 hours before scheduled appointment	50% of total amount refunded

- You shall drop an email at [admin@starhospital.co.in](mailto:admin@starhospital.co.in) mentioning the reference number, UHID and Bill Number, also stating the reason for the refund in case of any issues.
- You will be provided with a refund reference number for further communication with your bank.
- No refunds / cancellation requests shall be entertained in case of payment against bills / Services received.
- Under no circumstances, cash will be refunded against any cancellation.

## General Terms and Conditions

- This agreement shall be governed by the laws of India and shall be subject to the exclusive jurisdiction of the courts at New Delhi
- If any part of the agreement is determined to be invalid or unenforceable pursuant to applicable law then the said provision will be superseded by a valid, enforceable provision and the remainder of the agreement shall continue in effect
- You acknowledge that the relationship created through your use of this website shall be of principal to principal. You shall not represent yourself as a representative agent or employee of STAR HOSPITAL (A UNIT OF OM MEDICENTRE PRIVATE LIMITED)
- You represent and warrant that you're not a minor (i.e., you are above 18 years of age) and that you are competent and eligible to enter into legally binding agreement.