

TERMS & CONDITIONS:

- Please read these Terms of use (hereinafter referred to as the “**Terms**”) carefully. By continuing to browse and use this website you agree to comply with and be bound by the Terms described herein and all Terms incorporated by reference, read together with our Privacy policy. If you do not agree with any part of the Terms please do not use our website any further.
- Thank you for visiting www.medrabbits.com, an internet based portal, which is owned and operated by Magic Potion Technology Private Limited, a company duly incorporated under the provisions of the Companies Act, 2013 (hereinafter referred to as “**Medrabbits**” or “**We**” or “**Our**” or “**Us**” or “**Company**”). The domain name is referred to as the “**Website**” which together with our privacy policy governs the access, and use by you of the technology, applications, websites, content, products, and Services provided by “**MedRabbits**” and governs the relationship between you and the Company.
- **About us:** MedRabbits facilitates booking of independent health care professionals (“**Care providers**”) for in-home health care, home based pathology lab tests, X-ray, medicine delivery and medical equipment through approved vendors (hereinafter the “**Service**”) for you or any other person who is either a relative, friend and/or acquaintance (hereinafter referred to as the “**Patient**”). While we carry out specific experience and background verification checks of the Care providers, impart training, carry out due diligence of the Vendors and validate Qualified nurses and physiotherapists’ qualifications via independent third parties, the Service(s) is/are provided directly by these Care providers and/or Vendors and **not** by MedRabbits. There does not exist any employee-employer relationship between MedRabbits and the Care providers.
- You confirm that the Service(s) is/are being availed upon advice of a legal medical practitioner/doctor and you solely undertake the responsibility of the Service(s) and risks involved. While we will endeavour to exercise due diligence and provide a high quality of Service, we will not be responsible for any deficiency or negligent Service provided by the Care provider and/or Vendor, including any criminal act conducted by the Care Provider. You understand and agree that the Service(s) offered by MedRabbits directly or through Care Providers/Vendors inherently contain a risk of and/or adverse effects which may result in possible mortality or permanent disability. You understand and agree to indemnify MedRabbits against any act, neglect or default of the Care Provider and/or Vendor. MedRabbits does not guarantee any outcome of the Service(s) offered.
- MedRabbits does not recommend or provide medical information on its Website and will not be responsible for any medical consequences arising out of the medical information and content shared on our Website. The content on the Website is purely for educational purpose and readers are requested to obtain professional advice from their doctors and medical practitioners before undertaking any procedure and/or availing any Service.
- **Service execution:** Upon placing a request for a Service, a MedRabbits representative will contact you or the Patient by telephone, SMS, email or Whatsapp to facilitate provision of the Service(s) at your or the Patient’s home or any other location, mutually agreed. The request for the Service is only deemed to be accepted when you or the Patient receives a booking confirmation from MedRabbits. It is your responsibility to inform us of any pre-existing medical condition, dietary requirements, allergies, health insurance details and emergency contact numbers, as well as to provide adequate refreshments, and any medication for the Patient.
- You and/or the Patient agree to provide a safe environment for the Care Providers and/or the Vendors to discharge their duty and you undertake to ensure that they are not harassed, abused, mistreated or troubled in any way physically or emotionally. If, however, any of the Care Providers supplied to the Client are not to your or the Patient’s satisfaction, please contact our office by telephone or email immediately, and we will endeavour to find a replacement for the remainder of the period, if necessary. All Care Providers are assigned specific duties and will not perform activities beyond their assigned duties.
- If we are of the opinion that the standard or qualifications of the Care Provider provided to you needs to be changed for your convenience, safety, or health benefit then we reserve the right to change the Care Provider as we consider appropriate, with or without adequate notice.
- MedRabbits reserves the right to allocate the relevant Care Provider/Vendor from its network of Care Providers and Vendors, as it deems fit. While MedRabbits will endeavour that the Care Provider is allocated as per your or the Patient’s preference but this may not always be possible. MedRabbits does not guarantee that the same Care provider/Vendor will be assigned each day of the Service and reserves the right to allocate a different Care Provider/Vendor on any day as it deems fit without prior notice.
- Pathology laboratory reports will only be sent by email or Whatsapp.
- The Terms are deemed to have been accepted by you and/or the Patient by virtue of you and/or the Patient making a booking in person, verbally, telephonically, by E-mail, Whatsapp, the Website, mobile App, Internet, in writing or by virtue of making payment in any form for the Service of any Care Provider/ Vendor booked through us.
- **Payments:** Payments can be made to MedRabbits via cash, the Website, online payment gateway or a Cheque drawn in favour of Magic Potion Technology Pvt. Ltd. You expressly agree that payment is due immediately when

the Service is requested. MedRabbits reserves the right to cancel an ongoing or future Service if payments are not received promptly.

- **Cancellations & Refunds policy:** You may cancel or reschedule a Service at any time. In the event of a cancellation 12 hours prior to the scheduled Service time, a full refund will be made to you within 10 working days or if you so wish, the payment can be retained for delivery of a future Service, to be availed within 1 month. In the event of cancellation within 12 hours of the Service time, we reserve the right to retain 25% of the fees levied due to administration expenses, travel and engagement of the Care Provider/ Vendor.
- In the event of medical equipment, a refundable deposit will be collected against the equipment as per the T&C of the Vendor. In the event of damage to or loss of the equipment, the security deposit will be forfeited.
- **Limitation of Liability:** In no event shall MedRabbits be liable for any direct, special, incidental, indirect or consequential damages of any kind or nature whatsoever and howsoever occurring, in connection with the Terms, even if your or the Patient or a user of the Website has informed us in advance of the possibility of such damages. In no event shall the total aggregate liability of MedRabbits to any person concerned for any and all damages, losses, and causes of action (whether in contract or tort, including, but not limited to, negligence or otherwise) arising from these Terms or a user's use of the website or the Services, exceed in the aggregate INR 1000/- (rupees One thousand only) or 50% of the Service value availed, whichever is lesser.
- In the event any provision of the terms is found to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that all other provisions and all other parts of the affected provision remain in full force and effect and enforceable.
- This document may be produced in any judicial, arbitral, or other proceedings as evidence of any statement of fact or any matter referred to herein or as evidence of record of any fact to which this document pertains.
- **Law & jurisdiction:** The Terms shall be governed by and interpreted and construed in accordance with the laws of India. The courts at Mumbai shall have exclusive jurisdiction.