

AB PLUS
ASIAN BARIATRICS PRIVATE LIMITED

Terms and Conditions

Draft for client approval and website publication

Effective Date	[TO BE INSERTED BEFORE PUBLICATION]
Website	https://www.asianbariatric.com/
Status	DRAFT - NOT TO BE HOSTED UNTIL PLACEHOLDERS ARE FINALISED

This document should be read with the other website policies of the Company.

1. Purpose and Acceptance

These Terms and Conditions govern access to and use of <https://www.asianbariatric.com/> (the "Website"), appointment-booking facilities, online consultation facilities, payment facilities and related digital services made available by Asian Bariatrics Private Limited ("Company", "we", "us" or "our").

By accessing the Website, submitting an appointment request, booking or paying for an online consultation, or otherwise using the digital services, you confirm that you have read, understood and agreed to these Terms and Conditions, the Privacy Policy, Refund Policy and Payment Policy. If you do not agree, you should not use the relevant facility.

2. About the Company and Scope of Services

Asian Bariatrics Private Limited is engaged in hospital and healthcare services, including bariatric, gastrointestinal and related clinical services. The Website provides information about the Company, its clinicians and services, enables appointment requests, and may facilitate online consultation and payment for specified services.

The availability, mode, timing, fee and clinical suitability of any service are subject to confirmation by the Company and the concerned Registered Medical Practitioner ("RMP"). Submission of an appointment request or completion of payment does not by itself guarantee acceptance of an appointment, a particular clinician, a particular time slot, or any clinical outcome.

3. Website Information Is Not Emergency Care

The Website and online consultation facility are not intended for emergencies. A person experiencing severe pain, breathing difficulty, loss of consciousness, uncontrolled bleeding, signs of stroke or heart attack, suicidal thoughts, or any other urgent or life-threatening condition must immediately contact local emergency services or proceed to the nearest appropriate emergency department.

General information, articles, calculators, videos, testimonials and other material on the Website are provided for awareness and educational purposes. They do not constitute a diagnosis, prescription or substitute for an in-person clinical examination.

4. Nature and Limits of Online Consultation

Online consultations offered by the Company are limited to medical advice, follow-up discussions and preliminary clinical assessment, wherever clinically appropriate. They may be conducted through video, audio, text or another mode approved by the Company and the RMP.

As an operating policy of the Company, no medical prescription, medication advice or treatment prescription will be issued during an online consultation. Where a prescription or initiation, discontinuation or modification of treatment is required, the patient will be advised to visit the hospital or consult the treating physician in person so that an appropriate clinical examination and assessment can be undertaken.

An RMP may decline, discontinue or convert an online consultation into an in-person consultation where the RMP considers that the available information, technology, patient condition or clinical circumstances are not suitable for remote consultation. If the clinical advice delivered during an online consultation is to obtain an in-person examination, that advice forms part of the consultation and does not, by itself, entitle the patient to a refund.

5. Eligibility, Consent and Minors

You must be legally competent to enter into a contract and provide valid consent. Where the patient is a minor or is unable to provide legally valid consent, the appointment must be booked by a parent, legal guardian or authorised caregiver, who must provide accurate details, remain available during the consultation and provide the required consent and documentation.

By proceeding with an online consultation, the patient or lawful representative consents to the use of the selected telecommunication mode, understands its inherent limitations and agrees that technical failure, incomplete information or the absence of physical examination may limit clinical assessment.

6. Appointment Booking and Confirmation

- (a) Appointment requests are subject to availability and confirmation by the Company. A request is not confirmed until a confirmation message, email, call or other communication is issued by the Company or its authorised platform.
- (b) The patient must provide a valid name, mobile number, email address and other information requested for identification, communication, scheduling and clinical assessment.
- (c) The Company may reschedule or cancel an appointment due to clinician unavailability, emergency duties, technical issues or other operational reasons. In such a case, the patient will be offered a reasonable alternative slot or an eligible refund under the Refund Policy.
- (d) Patients should join an online consultation on time from a private, well-lit location with reliable connectivity and keep relevant identification, reports, prior prescriptions and medical records ready.
- (e) Appointments should be cancelled or rescheduled at least 24 hours before the scheduled time, consistent with the cancellation requirements displayed on the Website.

7. Patient Responsibilities

The patient or representative must:

- provide complete, current and accurate identity, contact, medical history, symptoms, allergies, ongoing treatment and other relevant information;
- not impersonate another person or use another person's payment instrument without lawful authority;
- follow reasonable instructions given by the RMP and seek in-person or emergency care when advised;
- maintain privacy at the patient's location and avoid involving an unauthorised third party;
- not record, reproduce or distribute a consultation without prior consent of the RMP and the Company; and
- use the Website and consultation facility only for lawful, genuine healthcare-related purposes.

8. Clinical Records and Communications

The Company and the RMP may create and retain appointment records, consultation notes, reports, communications, payment references and other records required for continuity of care, professional obligations, patient safety, billing, audit and legal compliance. Audio or video will not ordinarily be recorded unless the patient is informed and specific consent is obtained, or recording is otherwise required or permitted by law.

The Company may communicate appointment confirmations, reminders, receipts, follow-up information and service-related notices through telephone, email, SMS, messaging applications or the teleconsultation platform. Promotional communications, where any, will be sent only in accordance with applicable consent and opt-out requirements.

9. Fees, Payments, Cancellations and Refunds

Fees payable for a selected service will be displayed or communicated before payment. Payments are processed through an authorised third-party payment gateway or banking channel. The Company does not store actual card credentials. Payment processing is also subject to the terms and security controls of the relevant bank, card network, UPI application or payment service provider.

Payment, cancellation, rescheduling, duplicate payment, failed transaction and refund matters are governed by the Payment Policy and Refund Policy published on the Website. Those policies form an integral part of these Terms and Conditions.

10. Technology and Third-Party Platforms

The Company may use third-party providers, including website hosts, appointment and teleconsultation platforms (such as Your Practice Online or a replacement platform), communication providers, analytics tools, security tools and payment gateway providers. Their services may be subject to separate terms and privacy notices.

Although reasonable efforts are made to maintain availability and security, the Company does not guarantee uninterrupted or error-free access. The Company will not be responsible for delay or failure caused by internet interruption, device malfunction, bank or gateway downtime, cyber incidents outside its reasonable control, force majeure or a third-party platform failure, except to the extent liability cannot lawfully be excluded.

11. Privacy and Confidentiality

Personal information and health-related information are handled in accordance with the Privacy Policy, applicable professional confidentiality obligations and applicable data protection law. Patient information will not be used for advertising or publication without separate express consent. Testimonials, images, case details or before-and-after material will be published only pursuant to a specific consent process and not merely because a person used the Website.

12. Intellectual Property and Permitted Use

Unless otherwise stated, the Website's text, graphics, logos, photographs, videos, design, educational material and other content are owned by or licensed to the Company. You may access such content for personal and non-commercial healthcare information. You may not copy, modify, republish, sell, scrape, frame, reverse engineer or commercially exploit the Website or its content without prior written permission.

13. External Links and Third-Party Content

The Website may contain links to external websites, social media pages, payment services or platforms for convenience. The Company does not control external content and is not responsible for its availability, accuracy, security or privacy practices. Access to an external site is at the user's discretion and subject to that site's terms.

14. Disclaimer and Limitation of Liability

Healthcare outcomes depend on individual clinical circumstances and cannot be guaranteed. The Company and its clinicians do not warrant that the Website, an online consultation or any general information will be suitable for every person or will produce a particular result.

Nothing in these Terms excludes or limits liability for fraud, wilful misconduct, gross negligence, breach of statutory duty, death or personal injury caused by negligence, deficiency in service, or any liability that cannot be excluded under applicable law. Subject to the foregoing, the Company will not be liable for indirect, incidental or consequential loss arising solely from misuse of the Website, inaccurate information supplied by the patient, failure to follow clinical advice, or events beyond the Company's reasonable control.

15. Suspension or Refusal of Access

The Company may suspend or refuse access to a digital facility where there is suspected fraud, abusive or threatening conduct, misuse of patient data, unlawful activity, security risk, repeated non-genuine bookings, payment dispute abuse or material breach of these Terms, without affecting any patient's right to seek appropriate emergency or in-person care elsewhere.

16. Changes to these Terms

The Company may update these Terms to reflect changes in services, technology, law or operational practices. The revised version will be published with an updated effective date. Changes will apply prospectively unless otherwise required by law.

17. Governing Law and Jurisdiction

These Terms are governed by the laws of India. Subject to mandatory consumer-protection and other statutory forums, courts and tribunals at Ahmedabad, Gujarat will have jurisdiction over disputes connected with the Website or digital services.

Contact and Grievance Redressal

Questions, complaints, payment issues, refund requests and privacy requests may be addressed to the Company using the details below. Consumer grievances will be acknowledged within 48 hours and will be redressed within one month from receipt, subject to the nature and complexity of the matter and applicable law.

Legal Name	Asian Bariatrics Private Limited
CIN	U85110GJ2008PTC054446
Contact Address	House/Block V, Mondeal Business Park, Near Gurudwara, S.G. Highway, Thaltej, Ahmedabad - 380054, Gujarat, India
Website	https://www.asianbariatric.com/
Customer Care / Support Email	info@abplushospital.com
Customer Care Telephone	+91 90999 03231
Grievance Officer	[NAME TO BE INSERTED BEFORE PUBLICATION]
Designation	Grievance Officer / Consumer Grievance Redressal Officer
Grievance Email	info@abplushospital.com