

Hospital Online Payment Terms and Conditions

1. Acceptance of Terms:

By accessing, using, or attempting to use the hospital's online payment facility (the "Service"), you unconditionally agree to be bound by these terms and conditions ("Terms"), as well as any applicable hospital policies, including the Refund Policy and Privacy Policy.

These Terms constitute a legally binding agreement between you (the "User") and the hospital. If you do not fully accept these Terms in their entirety, you must immediately cease all use of the Service and any related features.

Continued use of the Service following any amendments to these Terms (as outlined in Section 9) shall constitute your affirmative acceptance of such changes.

2. Eligibility:

- You affirm and warrant that you are at least 18 years of age, legally competent, and fully authorized to enter into these Terms and to make payments on behalf of yourself, the patient, or any authorized carer.
- You represent that you have the legal right to use any payment method provided and that all information supplied (including patient details) is accurate, complete, and not misleading. Any breach of this warranty may result in immediate termination of access to the Service, legal action, and liability for all resulting damages.
- The Service is intended solely for lawful purposes related to hospital services. Unauthorized use, including by minors or unauthorized third parties, is strictly prohibited and may lead to criminal prosecution.

3. Payment Methods and Processing:

- Payments may be made using valid credit cards, debit cards, net banking, UPI, or other approved digital payment options.
- All information provided must be accurate and true. Any attempt to use unauthorized cards or accounts is strictly prohibited.
- Payments are processed through a secure payment gateway. The hospital does not retain or store your payment details after the transaction.

4. Confirmation and Records:

- Upon successful payment, the hospital will endeavour to send a transaction confirmation via email and/or SMS to the provided contact details. However, the hospital shall not be liable for any failure, delay, or non-delivery of such confirmations due to technical issues, User error, or third-party failures.
- It is your responsibility to retain proof of payment for future reference.

5. Refund and Cancellation Policy:

- All refunds are at the hospital's sole discretion and issued strictly in accordance with the hospital's official Refund Policy.
- Cancellations of paid services are not permitted after confirmation and are subject to strict time limits, administrative approval,
- Approved refunds, if any, will be processed to the original payment method within 7 business days of approval. The hospital shall not be liable for any delays caused by payment processors, banks, or external factors. Refunds may be subject to deductions for any applicable fees, taxes, or charges.
- No refunds or credits will be issued for failed or unconfirmed services due to User error, late payments, or changes in patient circumstances.

6. Late or Failed Payments:

- In the event of payment failure or insufficient funds, the requested services will not be confirmed or provided until payment is completed. The hospital reserves the right to cancel any pending reservations or services without notice. The hospital shall not be responsible or liable for any technical issues, downtime, errors, or failures arising on your banking/payment platform, internet connection, device, or any third-party service. You agree to indemnify the hospital against any claims arising from such issues.

7. Privacy and Data Security:

- Patient and payment data are handled in accordance with our hospital's Privacy Policy and all applicable data protection laws.
- Personal and sensitive health information is kept confidential as per hospital and regulatory guidelines.



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8. Liability:

- To the fullest extent permitted by law, the hospital, its affiliates, officers, directors, employees, and agents shall not be liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages arising from or related to the use of the Service, including but not limited to payment failures, unauthorized access, data breaches, service interruptions, or misuse by third parties.
- The hospital's total liability under these Terms shall in no event exceed the amount paid by you in the relevant transaction. You agree to indemnify, defend, and hold harmless the hospital from all claims, losses, liabilities, and expenses (including legal fees) arising from your breach of these Terms, inaccurate information, or unauthorized use.
- The hospital shall not be liable for any force majeure events, including acts of God, natural disasters, pandemics, cyber-attacks, governmental actions, or third-party failures beyond its reasonable control.
- You acknowledge that the Service is provided "as is" and "as available," without warranties of any kind, express or implied, including merchantability, fitness for a particular purpose, or non-infringement.
- The user is responsible for maintaining the confidentiality of their own payment information.

9. Amendments:

- The hospital reserves the right to amend these terms and conditions at any time, with such changes published on our website.

10. Contact:

- For queries relating to online payments, refunds, or cancellations, please contact frontoffice@sahmumbai.com / 022-6538 3538.