

Medicaid Global Travels Pvt. Ltd.

TERMS OF USE

Overview

By using Medicaid Global Travels Pvt. Ltd. web site, you hereby agree to be bound by all of the terms and conditions contained in this User Agreement ("Agreement").
www.medicaidglobal.com ("Medicaid Global Travels Pvt. Ltd.") reserves the right at its discretion to change the Terms of this Agreement and will provide notice of any such changes by online posting. Your continued use of the Medicaid Global Travels Pvt. Ltd.'s web site after the posting of any notice of change in terms shall constitute your agreement to be bound by any such changes.

Definitions

www.Medicaidglobal.com includes all medical portal sites owned and operated by Medicaid Global Travels Pvt. Ltd.

TERMS & CONDITIONS OF INTERNATIONAL MEDICAL TREATMENT BOOKING

The Participant / Patient or his / her family members / relatives / escorts / friends making the booking on behalf of the Participant / Patient shall read carefully the terms and conditions mentioned herein before filling and signing the registration form. The terms and conditions as set out in the registration form are also set out in the Package quote, a copy of which has been provided to the Participant / Patient or his / her family members / relatives / escorts / friends making the booking on behalf of the Participant / Patient. The Participant / Patient (and his / her family members / relatives / escorts /

friends making the booking on behalf of the Participant / Patient) shall sign this document. The signing of the terms & conditions document by the Participant / Patient (and his / her family members / relatives / escorts / friends making the booking on behalf of the Participant / Patient) shall mean acceptance in totality of the terms and conditions contained herein by the Participant / Patient (and his / her family members / relatives / escorts / friends making the booking on behalf of the Participant / Patient). The signed terms & conditions documents with payment receipt shall be binding on the Participant / Patient (and his / her family members / relatives / escorts / friends making the booking on behalf of the Participant / Patient) and shall constitute a contract between Medicaid Global Travels Pvt. Ltd. and the Participant / Patient (and his / her family / members / relatives / escorts / friends making the booking on behalf of the Participant / Patient) on the Participant / Patient (and his / her family members / relatives / escorts / friends making the booking on behalf of the Participant / Patient) signing the terms and conditions document and making payment towards the Package.

Medicaid Global Travels Pvt. Ltd. does not control or operate any Treating Institution, neither does it operate or control any facility or service provided by the Treating Institution mentioned in the Medical Treatment Package. Medicaid Global Travels Pvt. Ltd. takes care in selecting all the ingredients in the Medical Tourism Package and has no control whatsoever in running the Treating Institution and hence, Medicaid Global Travels Pvt. Ltd. cannot be made liable / responsible for any delay, default, failure, improper services / deficiency in services provided by the Treating Institution and / or for any injury, sickness, accident, discomfort, death, loss or damage of any kind whatsoever which may arise due to any act of negligence, deficiency or default in services, of the management or employees of the Treating Institution.

Treating Institutions: The Treating Institution shall be solely responsible for all treatment to be provided by it to the Participants / Patient, including but not limited to surgical, medical, wellness, beauty and all related queries, opinions, and complications. Medicaid Global Travels Pvt. Ltd. shall not be responsible for the same.

Any emergency, complication, or medical requirement, of whatsoever nature, arising with regard to the Participant / Patient's treatment due to the Participant / Patient's present or past illness or the side effects / allergy of / to drugs or lack of adequate treatment, pre, during or post treatment will be the absolute responsibility of the Treating Institution and / or the treating Doctor, as the case may be, and Medicaid Global Travels Pvt. Ltd. shall not be responsible for the same.

If the Participant / Patient (and his / her family members / relatives / escorts / friends making the booking on behalf of the Participant / Patient) has any complaint in respect of the services rendered by the Treating Institution, he / they should forward such complaints directly to the Treating Institution.

Listed Tour/Travel services: You can choose any tour / travel services such as transfers, limo services, hotel booking/guest house booking/service apartment bookings, air and/or train tickets, translator services, recuperative holidays etc. to be combined with your Healthcare package and Medicaid Global Travels Pvt. Ltd. would be pleased to provide you the same. You are welcome to ask further details on tours, services offered, cost and terms offered by our partner tour service providers.

Other services: You can choose from wide range of other services provided by Medicaid Global Travels Pvt. Ltd. during your visit to India and are welcome to ask for the further details on services offered, their cost and terms.

Healthcare packages TERMS AND CONDITIONS:

The Healthcare packages offered by Medicaid Global Travels Pvt. Ltd. in association with the premier Healthcare providers / Treating Institution will be provided on the following Terms and Conditions.

(A) **Medical Evaluation and Quotation Estimate:** Medicaid Global Travels Pvt. Ltd. arranges for you complementary e-mail consultations with the Healthcare professional after receiving the medical history form and diagnostic reports from you. Medicaid Global Travels Pvt. Ltd. suggests you ask the attending consultant / Doctor(s) all the questions you may have, during these consultations. The initial consultations would be complementary, you and the Healthcare professional are under no obligation until after your pre-treatment consultation.

Medicaid Global Travels Pvt. Ltd. reminds you that all kind of Healthcare procedures, transplants, replacements or surgical or otherwise carry certain risks and therefore you and the Healthcare professional have to agree about the anticipated outcome of the procedure to be undertaken.

After the initial pre-treatment consultations and evaluation of medical records, Medicaid Global Travels Pvt. Ltd. would quote you the cost of the procedure. The quotation would include only the services detailed in it. If any non-predicted costs appear after the face-to-face consultations and subsequent pre-treatment medical examination or diagnostic report once you are in India, they will be detailed in order to obtain your authorization and consent. Before the procedure you are required to pay for full procedure /

treatment cost to the treating institution via us to book services on confirmed basis / medical consultants appointment / operation theatre booking / nursing care / hospital ward or room booking and other related medical teams appointment for your / patients treatment on firm basis at the treating institution.

The quotation presented would not include:

- Insurance and any additional medical expenses for the medications or procedures in case of unforeseen complications. Make sure you discuss this with the Doctor before the procedure and or advised to take medical as well as travel insurance before arriving in India for your medical treatment.
- International Airfare / International or Domestic Air tickets / India Visa etc.

(B) Payment mode and terms:

You have the following payment options:

- Cash upon arrival
- Credit Card (MasterCard / VISA)
- Wire or Swift Bank Transfer
- Bank Draft / Bankers Cheque / Cashier Cheque

TRAVEL AND TOURS SERVICES: Medicaid Global Travels Pvt. Ltd. or the partner travel and tour services provider shall not be responsible for any delays & alterations in the program or expenses incurred - directly or indirectly - due to natural hazards, flight cancellations, accident, breakdown of machinery or equipment, breakdown of transport, weather, sickness, landslides, political closures, or any untoward incidents.

We shall not be responsible for any loss, injury or damage to person, property, or otherwise in connection with any accommodation, transportation, or other services, resulting - directly or indirectly - from any act of GOD, dangers, fire, accident, breakdown in machinery or equipment, breakdown of transport, wars, civil disturbances, strikes, riots, thefts, pilferages, epidemics, medical or custom department regulations, defaults, or any other causes beyond our control.

All itineraries are sample itineraries, intended to give you a general idea of the likely trip schedule. Numerous factors such as weather, road conditions, the physical ability of the participants etc. may dictate itinerary changes either before the tour or during the trail. We reserve the right to change any schedule in the interest of the trip participants' safety, comfort, general well-being, and convenience.

We do not have any insurance policy covering the expenses for accident, sickness, loss due to theft, or any other reasons. Visitors are advised to seek such insurance arrangements in their home country before commencing travel. All baggage and personal property/s at all times are at the client's risk.

In case of changes in the rates quoted by hotel and airlines, we can change the rates quoted according to the modifications by hotels or airlines without any prior notice. All hotel bookings are based on usual check-in and check-out time of the hotels until unless indicated in the itinerary.

Indemnity: You agree to indemnify and hold Medicaid Global Travels Pvt. Ltd., its directors, subsidiaries, affiliates, officers, agents and other partners and employees harmless from any loss, liability, claim or demand, including reasonably attorney fees made by any third party due to or arising out of your use of the service in violation of this agreement and / or any breach of your representation and warranties set forth above.

Discrepancies: In case of Medical discrepancy or conflict for immutability of malpractice carried out by the patient, all the concerned parties establish and agree that all judicial action must be carried out by the patient towards the medical professional/healthcare center/hospital / treating institution only within the jurisdiction of the State of Delhi, India, and that action will not be extended towards www.medicaidglobal.com, its managing company Medicaid Global Travels Pvt. Ltd. or any of its directors and employees because it is a company that puts at the disposition of the patient different professional options through listing their services without exercising / practicing medicine professionally.

Disputes / Jurisdictions: If there is any dispute about or involving the website and / or the service, by using this web site, you agree that the dispute will be governed by the laws of the State of Delhi, India without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and central courts of New Delhi, India.

Acceptance of these terms:

By using the medical services offered by Medicaid Global Travels Pvt. Ltd. you signify your acceptance to our terms and conditions.

If you do not agree with these terms and conditions, please do not sign these agreements of Terms & Conditions documents.