

AYURVEDA, WELLNESS & MEDICAL DISCLAIMER

AYUROOMS AND WELLNESS PVT LTD

To be read carefully before booking any Ayurvedic package

Last Updated: [DATE] | Version: 1.0

1. PREAMBLE

This Ayurveda, Wellness & Medical Disclaimer (“Disclaimer”) forms an integral and material part of the Customer Terms & Conditions of Ayurooms and Wellness Pvt Ltd (“Company”).

BY SUBMITTING A BOOKING, THE CUSTOMER EXPRESSLY ACKNOWLEDGES HAVING READ, UNDERSTOOD, AND ACCEPTED THIS DISCLAIMER IN ITS ENTIRETY, AND CONFIRMS THAT SUCH ACCEPTANCE IS A CONDITION PRECEDENT TO THE COMPANY ARRANGING ANY BOOKING ON THE CUSTOMER’S BEHALF.

Where a Booking is made on behalf of another individual, including a family member, the person making the Booking represents and warrants that they have the authority to bind that individual to this Disclaimer and have brought its contents to that individual’s attention.

2. DEFINITIONS

“Contraindication” means any medical, physical, or psychological condition or circumstance that may render a Therapy unsafe or unsuitable for a particular individual.

“Partner Resort” means an independently owned and operated Ayurvedic resort, wellness centre, or healthcare facility booked through the Platform.

“Therapy” means any Ayurvedic treatment, Panchakarma protocol, dietary regimen, yoga, or wellness activity offered by a Partner Resort.

3. COMPANY IS NOT A MEDICAL PROVIDER; NO DOCTOR-PATIENT RELATIONSHIP

The Company is solely a wellness-travel curation and booking platform. It does not employ, engage, or supervise any doctor, therapist, or other medical or paramedical personnel, and does not itself provide, administer, prescribe, or control any medical, Ayurvedic, or other healthcare treatment.

No doctor-patient, therapist-patient, fiduciary, or professional advisory relationship is created between the Company and the Customer at any time, whether by virtue of a Booking, any communication with the Company’s wellness consultants, or otherwise.

All content on the Platform relating to Ayurveda, health, or wellness, including resort descriptions, blog articles, package descriptions, and any information provided by wellness consultants, is general information only, does not constitute medical advice, and must not be relied upon as such.

4. INDEPENDENT PROVISION OF TREATMENT BY THE PARTNER RESORT

All consultations, diagnoses, Therapies, dietary prescriptions, and treatment decisions are made independently by the Partner Resort’s own doctors, therapists, and staff, acting in their independent professional capacity and exercising their own clinical judgment.

The Partner Resort and its doctors, therapists, and staff are independent contractors and are not, and shall not be construed as, employees, agents, partners, or representatives of the Company for any purpose. The Company shall bear no vicarious, joint, or several liability whatsoever for any act, omission, negligence, or default of a Partner Resort or its personnel.

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While the Company takes reasonable care in selecting and periodically reviewing Partner Resorts, the Company does not audit, supervise, or take responsibility for the clinical judgment, qualifications, licensure, or ongoing competence of any Partner Resort's medical staff.

5. NO WARRANTY; NO GUARANTEE OF RESULTS

ALL INFORMATION AND RECOMMENDATIONS PROVIDED BY THE COMPANY ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF SAFETY, EFFICACY, FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY.

Wellness outcomes, including any improvement in weight, pain, stress, or any other condition, vary significantly between individuals depending on factors outside the Company's control. Testimonials, reviews, and case studies displayed on the Platform reflect isolated individual experiences only, are not independently verified, and are not a guarantee, warranty, or typical representation of the results any particular Customer will achieve.

6. CONTRAINDICATIONS AND MANDATORY DISCLOSURE BY THE CUSTOMER

Certain Therapies, including Panchakarma and other detoxification or purificatory procedures, may be unsafe or unsuitable for individuals with certain conditions. Without limiting the generality of the foregoing, the Customer must disclose, prior to booking and again directly to the Partner Resort's medical team prior to commencing any Therapy, the existence of any of the following, to the extent applicable:

- Pregnancy or suspected pregnancy;
- Cardiovascular disease, hypertension, or any heart condition;
- Cancer or any condition under active oncological treatment;
- Epilepsy, psychiatric conditions, or any neurological disorder;
- Any recent surgery, fracture, or musculoskeletal injury;
- Any infectious, communicable, or contagious disease;
- Any allergy, including to herbal, plant-based, or oil-based substances; and
- Any prescribed medication, ongoing medical treatment, or other condition that a reasonable person would consider relevant to their fitness to undergo a Therapy.

Suitability for a given Therapy shall be assessed solely by the Partner Resort's medical team, in its independent clinical judgment, based on the information disclosed by the Customer. The Partner Resort reserves the right to modify, decline, or discontinue any Therapy on medical grounds.

THE COMPANY AND EACH PARTNER RESORT SHALL BE ENTITLED TO CONCLUSIVELY RELY, WITHOUT INDEPENDENT VERIFICATION, ON THE

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ACCURACY AND COMPLETENESS OF ALL HEALTH-RELATED INFORMATION DISCLOSED BY THE CUSTOMER. THE CUSTOMER BEARS SOLE AND EXCLUSIVE RESPONSIBILITY FOR ANY CONSEQUENCE ARISING FROM AN INCOMPLETE, INACCURATE, OR WITHHELD DISCLOSURE, AND NEITHER THE COMPANY NOR ANY PARTNER RESORT SHALL BEAR ANY LIABILITY WHATSOEVER ARISING THEREFROM.

7. NOT A SUBSTITUTE FOR CONVENTIONAL MEDICAL TREATMENT

Ayurvedic Therapies are not represented, and must not be relied upon, as a substitute for diagnosis, treatment, or medication prescribed by a registered medical practitioner. The Customer shall not discontinue, modify, or forgo any prescribed conventional medical treatment or medication on the basis of any Therapy without the express advice of their treating physician.

The Company strongly recommends that the Customer consult their own registered medical practitioner before booking or commencing any Therapy, particularly where any condition, circumstance, or medication referred to in Clause 6.1 is applicable.

8. NOT FOR MEDICAL EMERGENCIES

THIS PLATFORM AND ANY COMMUNICATION WITH THE COMPANY MUST NOT BE USED OR RELIED UPON IN A MEDICAL EMERGENCY. IF THE CUSTOMER OR ANY TRAVELLING COMPANION EXPERIENCES A MEDICAL EMERGENCY OR ACUTE HEALTH CRISIS AT ANY TIME, INCLUDING DURING A STAY AT A PARTNER RESORT, THE NEAREST EMERGENCY MEDICAL SERVICE OR HOSPITAL MUST BE CONTACTED IMMEDIATELY, WITHOUT WAITING FOR ANY RESPONSE FROM THE COMPANY.

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9. ASSUMPTION OF RISK

The Customer expressly acknowledges and agrees that Therapies, including Panchakarma and related detoxification procedures, carry inherent risks, including but not limited to allergic or adverse reactions, aggravation of an existing or undisclosed condition, injury, and, in rare instances, serious or life-threatening complications.

The Customer voluntarily and knowingly elects to undergo each Therapy, having had the opportunity to seek independent medical advice, based on the Partner Resort's assessment, and entirely at the Customer's own risk.

10. WAIVER AND RELEASE

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CUSTOMER HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES THE COMPANY, ITS DIRECTORS, OFFICERS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF OR IN CONNECTION WITH ANY THERAPY, TREATMENT, INJURY, ILLNESS, OR DEATH SUFFERED IN CONNECTION WITH A BOOKING, INCLUDING ANY ACT OR OMISSION OF A PARTNER RESORT.

Nothing in this Clause 10 shall operate to exclude or limit the Company's liability for death or personal injury caused by the Company's own proven gross negligence or wilful misconduct, or for any liability that cannot be excluded or limited as a matter of applicable law.

11. LIMITATION OF LIABILITY

Without prejudice to Clause 10, and to the maximum extent permitted by applicable law, the Company's aggregate liability arising out of or in connection with this Disclaimer, however arising, shall not exceed the service fee, if any, retained by the Company in respect of the relevant Booking, expressly excluding any amount payable to the Partner Resort.

In no event shall the Company be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of enjoyment of holiday, loss of income, or emotional distress, arising out of or in connection with any Therapy.

The Customer's sole recourse in respect of any treatment, injury, illness, or service failure attributable to a Partner Resort shall lie against that Partner Resort directly, and the Company shall, on request, provide reasonable assistance in facilitating communication with the relevant Partner Resort, without thereby assuming any liability.

12. INDEMNIFICATION BY THE CUSTOMER

The Customer shall indemnify, defend, and hold harmless the Company, its directors, officers, and employees against any and all claims, losses, liabilities, damages, and expenses (including reasonable legal fees) arising out of or in connection with: (a) any inaccurate, incomplete, or withheld health-related disclosure by the Customer; (b) the Customer's breach of this Disclaimer; or (c) any claim brought by a Partner Resort or third party arising from the Customer's conduct or non-disclosure.

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13. NO RELIANCE

The Customer confirms that, in proceeding with a Booking, the Customer has not relied on any representation, warranty, or statement regarding health outcomes, safety, or suitability of any Therapy other than those expressly set out in this Disclaimer and the Company's official written package description

14. MEDIA AND ILLUSTRATIVE CONTENT

Photographs, videos, and descriptions of Partner Resorts and Therapies on the Platform are illustrative only and may not depict the exact facilities, staff, or conditions the Customer will experience.

15. SEVERABILITY AND NO WAIVER

If any provision of this Disclaimer is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to render it enforceable.

No failure or delay by the Company in enforcing any provision of this Disclaimer shall operate as a waiver of that or any other provision.

16. GOVERNING LAW

This Disclaimer shall be governed by the laws of India and construed in accordance with the dispute resolution and governing law provisions of the Company's Customer Terms & Conditions.