

# Terms & Conditions

The Terms of Use stated herein (collectively, the "Terms of Use" or this "Agreement") constitute a legal agreement between you and Life Express Healthcare Pvt. Ltd. In order to use the Service (each as defined below), you must agree to the Terms of Use that are set out below. By doing so, you hereby expressly acknowledge and agree to be bound by the Terms of Use and any future amendments and additions to this Terms of Use as published from time to time at <https://www.lifeexpresshealthcare.com>.

## 1. USER ACCEPTANCE

By accessing or using the Life Express Healthcare Platform or the Services, you agree and consent to this Policy, along with any amendments made by the Company at its sole discretion and posted on the Life Express Healthcare Platform from time to time.

Any collection, processing, retrieval, transfer, use, storage, disclosure, and protection of your Information will be in accordance with this Policy and applicable laws, including but not limited to the Information Technology Act, 2000, and the rules framed thereunder ("Applicable Laws"). If you do not agree with the Policy, please do not use or access the Rapido Platform.

You hereby represent to Life Express Healthcare that: a. The Information you provide to Life Express Healthcare from time to time is and will be authentic, correct, current, and updated, and you have all the rights, permissions, and consents as may be required to provide such Information to Life Express Healthcare. b. Your providing of the Information as well as Life Express Healthcare's consequent storage, collection, usage, transfer, access, or processing of such Information will not violate any agreement, Applicable Laws, charter documents, judgments, orders, and decrees. c. If you disclose to us any Information relating to other people, you represent that you have the authority to do so and to permit us to use such Information in accordance with this Policy

## 2. DEFINITIONS

**All capitalized terms in this Agreement, unless there is something in the subject matter or context inconsistent therewith, shall have the meaning ascribed to them below:**

- 2.1 "Advanced Life Support Ambulance (ALS)" shall mean an Ambulance capable of providing treatment for life-threatening medical emergencies through the use of techniques such as endotracheal intubations, administration of drugs or intravenous fluids, cardiac monitoring, and electrical therapy by a qualified person.
- 2.2 "Ambulance" shall mean a vehicle, duly registered by the Transport Department, that is used for transporting injured to the nearby health facility in case of emergencies, such as accidents/disasters, etc., as well as for transporting patients in non-emergency situations such as scheduled visits to a doctor for treatment, routine physical

examinations, X-ray or laboratory tests, and transporting patients upon discharge, etc.

- 2.3 “Ambulance Transportation Services” shall mean transporting injured to the nearby health facility and would include transport, such as scheduled visits to a doctor for treatment, routine physical examinations, X-ray or laboratory tests, transporting a woman for delivery to a hospital or after delivery and discharge to her home, transporting patients upon discharge from a hospital/nursing home to another hospital/nursing home or to residence, etc.
- 2.4 “Basic Life Support Ambulance (BLS)” means an Ambulance capable of providing basic life support to the Users. “Driver” shall mean and include such individuals as may be evaluated, appointed, and trained by Transporter Provider associated with us to provide the Ambulance Transportation Services on its behalf and who have necessary permits and licenses to provide Ambulance Transportation Services transportation services within the Ambulance Service Zone.
- 2.5 “Life Express Healthcare” or “us” or “we” or “our” shall mean Life Express Healthcare Pvt. Ltd. having its registered office at E-217 NARAINA VIHAR NEW DELHI 110028, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include all its successors, affiliates, and permitted assigns.
- 2.6 “Patient Transport Vehicle” shall mean a vehicle (vans or other vehicles) used by Stable Patient for making non-emergency calls such as scheduled visits to a physician's office for treatment, routine physical examinations, X-rays, or laboratory tests, or is used for transporting patients upon discharge from a hospital or nursing home to a hospital or nursing home or residence, or attending to other nonemergency calls
- 2.7 “Stable Patient” is one whose condition can be expected to remain the same throughout the transport and for whom none of the criteria for emergency transport has been met.
- 2.8 “Critical patient” refers to the condition of the patient who needs ACLS ambulance for shifting and transportation.

### 3. SERVICES

- 3.1 The Website permits you to avail four types of Needs: a) Advanced Life Support Ambulance (ALS) b) Basic Life Support Ambulance (BLS) c) Patient Transport Vehicle d) Mortuary Vehicle e) Medical Equipment f) Air Ambulance g) Home Care Services The Service allows you to send a request through Life Express Healthcare to book the above-mentioned Needs on the Life Express Healthcare network.

### 4. PAYMENT

#### **4.1 You shall choose to pay for the Service Fee by either of the following three methods:**

- Cash payment: Cash payment towards the Need Fee after the completion of Need can be made to the Driver.
- Life Express Healthcare offers you to initiate your payments regarding any kind of services through the UPI method directly into the bank account of Life Express Healthcare.
- Life Express Healthcare offers you the facility of making an online payment through a payment link powered by a third-party payment processor (“phone pe”). The processing of payments, in connection with your use of the payment link will be subject to the terms, conditions, and privacy policies of the Payment Processor that Life Express Healthcare engages for the purpose. Life Express Healthcare will not be responsible for any errors by the Payment Processor in any manner.

**4.2 Once you have completed a journey using the Service, you are required to make payment in full to the Transportation Provider in cash or payment link powered by PhonePe and is non-refundable. If you have any complaints in relation to the Transportation Provider, then that dispute must be taken up with the Transportation Provider directly.**

**4.3 All about the payment for the service will be updated by our team prior, and if any consumable will be used during the journey, that will be charged extra as per the MRP shown on the consumable.**

**4.4 All applicable taxes in respect of the Fare shall be borne and payable by you to Life Express Healthcare.**

**4.5 Any payment related issue, except when such issue is due to an error or fault in the Website/UPI/Payment Link, shall be resolved between You and the Payment Processor. Life Express Healthcare shall not be responsible for any unauthorized use of Your Website/UPI/Payment Link during or after availing the Services on the Site.**

## **5. LICENSE**

Subject to your compliance with these Terms, Life Express Healthcare grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the Website on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information, and related materials that may be made available through the Services, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by Life Express Healthcare and Life Express Healthcare’s licensors

## **6. SEVERABILITY**

If any of the provisions, or portions thereof, of these Terms of Use are found to be invalid under any applicable statute or rule of law, then, notwithstanding that provision, these Terms of Use shall remain in full force and effect, and such provision or portion thereof shall be deemed omitted.

## **7. GOVERNING LAWS & JURISDICTION**

These Terms of Use are governed by the laws of India. Any disputes/claims arising out of your use of the Life Express Healthcare Website shall be submitted to the exclusive jurisdiction of the courts in Delhi.

## **8. PRIVACY POLICY**

Please review our Privacy Policy, which also governs your access or use of the Life Express Healthcare Website.

## **9. COMMUNICATIONS**

You agree and acknowledge that Life Express Healthcare may communicate with you by email, SMS, push notifications, telephone, or through any other mode of communication. You agree that all terms/agreements, notices, disclosures, and other communications that Life Express Healthcare provides to you will electronically satisfy any legal requirement that such communications be in writing.

## **10. Brochure / Leaflet accuracy**

We reserve every right to change any brochure/Website information before or after the tour is booked due to any events beyond our control. The tour itinerary, price, assigned ambulance, staff, medical equipment is ambulance are subject to change. If we are aware of the changes sufficiently beforehand, we will inform you in advance. Otherwise, our Call center team will inform you about the change during the journey

## **11. Pricing**

The price quoted in our brochure or Website or proposal by mail/email/WhatsApp and any other mode of communication has been calculated as per the rates prevailing at the time of printing this brochure and also as per the prevailing interstate taxes / Fuel Charges etc. The company reserves the right to amend/alter the prices published in the brochure or quoted by any other means, in case of supplier or third-party companies' rate fluctuation, an increase in fuel cost, an increase in state taxes, or an increase in any other item relevant to the service before the date of departure. Any such increase in rate must be paid for by the attendant/patient in full before the departure of the ambulance etc.

## **12. Chartered Helicopter**

The Terms & Conditions and Cancellations rules are applicable as per the respective Helicopter companies and the same are mentioned on their respective websites/their offices/our offices.

## **13. CANCELLATION RULES**

If ambulance will be dispatched for the booking, no refund against the cancellation will be made. If cancellation will be made for the scheduled booking and before dispatching the ambulance, half of the total booking amount will be charged against the booking.

## **Note**

We are basically ambulance service providers only. We do not control or operate any Hospital or any other services in hospitals like bed booking, primary treatment etc. We also do not own or control any Hospital or any other facility.

There is a strict "NO SMOKING", "NO ALCOHOL" & "NO EATING" policy in the travel mode.

Carrying of high-value items, Patient files, Documents, Luggage in the ambulance will be at your own risk. We advise you not to leave them behind when you leave the coach. The Company will not be responsible or liable in case of loss/theft/damage of such items from the ambulance.

Our team will inform you prior to booking the type of ambulance prescribed for the patient. It is the responsibility of the attendants to book the prescribed ambulance. In case the patient gets sick or in case of the patient's death, Life Express Healthcare will not be responsible or liable for any loss.