



## Terms of Use

**This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.**

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and terms of use for access or usage of naalm.com and neu-qap.com, and such other websites as we may operate from time to time (hereinafter collectively referred to as **"Websites"** and individually as **"Website"**).

For the purpose of these Terms of Use, wherever the context so requires **"You"** or **"User"** shall mean any natural or legal person who uses the Website(s). NAALM allows the User to surf the Website or make purchases without registering on the Website. The term **"We"**, **"Us"**, **"Our"** shall mean Anand Diagnostic Laboratory.

The domain names www.naalm.com and www.neu-qap.com is owned by Neuberg Anand Academy of Laboratory Medicine with its principal office at Anand Tower, Bowring Hospital Road, Shivajinagar, Bangalore - 560 001, Karnataka, India (hereinafter referred to as **"NAALM"**).

Your use of the Website(s) and services and tools are governed by the following terms and conditions (**"Terms of Use"**). The policies (including but not limited to privacy policy available on [<Insert link to privacy policy>](#)) (collectively referred to as **"NAALM Policies"**) are also incorporated herein by way of reference. If You transact on the Website, You shall be subject to the Terms of Use. By mere use of the Website, You shall be contracting with NAALM and these Terms of Use constitute binding obligations on You, with NAALM.

When You use any of the services provided by Us through the Website, You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. It is Your responsibility to review these Terms of Use periodically for updates/changes. Your continued use of the Website following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

**ACCESSING, BROWSING OR OTHERWISE USING THE WEBSITE(S) INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING.** By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by the NAALM Policies as amended from time to time.

## Membership Eligibility

Use of the Website(s) is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website(s). If you are a minor i.e. under the age of 18 years, you shall not register as a User of the Website(s) and shall not transact on or use the Website(s). As a minor if You wish to use or transact on the Website(s), such use or transaction may be made by Your legal guardian or parents on the Website(s). NAALM reserves the right to terminate



Your membership and/or refuse to provide you with access to the Website(s) if it is brought to NAALM's notice or if it is discovered that You are under the age of 18 years.

### **Your Account and Registration Obligations**

If You use the Website(s), You shall be responsible for maintaining the confidentiality of your display name and password on the Website(s) ("Account Details") and You shall be responsible for all activities that occur under your Account Details. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Website(s) and refuse to provide You with access to the Website(s).

### **Communications**

When You use the Website(s) or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with You by email or by such other mode of communication, electronic or otherwise.

### **Charges**

Membership on the Website(s) is free for persons who are desirous of availing medical diagnostic services provided by NAALM. NAALM does not charge any fee for browsing and buying on the Website(s). NAALM reserves the right to change its fee structure from time to time. In particular, NAALM may at its sole discretion introduce new services and modify some or all of the existing services offered on the Website. In such an event NAALM reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the fee structure shall be posted on the Website(s) and such changes shall automatically become effective immediately after they are posted on the Website(s). Unless otherwise stated, all fees shall be quoted in Indian Rupees. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to Anand Diagnostic Laboratory.

### **Use of the Website**

You agree, undertake and confirm that your use of the Website(s) shall be strictly governed by the following binding principles:

1. You shall not host, display, upload, modify, publish, transmit, update or share any information on the Website(s) which:

- (a) belongs to another person and to which You do not have any right to;
- (b) is harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;
- (c) is misleading in any way;
- (d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, pedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (e) harasses or advocates harassment of another person;
- (f) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";

- (g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- (h) infringes upon or violates any third party's rights including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity;
- (i) promotes an illegal or unauthorized copy of another person's copyrighted work such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- (j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- (k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;
- (l) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- (m) contains video, photographs, or images of another person (with a minor or an adult).
- (n) tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- (o) engages in commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Website. Throughout this Terms of Use, NAALM's prior written consent means a communication coming from NAALM's Legal Department, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization;
- (p) solicits gambling or engages in any gambling activity which We, in Our sole discretion, believes is or could be construed as being illegal;
- (q) interferes with another User's use and enjoyment of the Website or any other individual's User and enjoyment of similar services;
- (r) refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use;
- (s) harm minors in any way;
- (t) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;
- (u) violates any law for the time being in force;
- (v) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- (w) impersonates another person;
- (x) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- (y) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation;
- (z) shall not be false, inaccurate or misleading;
- (aa) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force;
- (ab) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers.

2. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor



any portion of the Website(s) or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website. We reserve Our right to bar any such activity.

3. You shall not attempt to gain unauthorized access to any portion or feature of the Website(s), or any other systems or networks connected to the Website(s) or to any server, computer, network, or to any of the services offered on or through the Website(s), by hacking, password "mining" or any other illegitimate means.

4. You shall not probe, scan or test the vulnerability of the Website(s) or any network connected to the Website nor breach the security or authentication measures on the Website(s) or any network connected to the Website(s). You may not reverse look-up, trace or seek to trace any information on any other User or visitor to Website(s), or any other customer, including any account on the Website(s) not owned by You, to its source, or exploit the Website(s) or any service or information made available or offered by or through the Website(s), in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website(s).

5. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us including the terms NAALM, ADL, Naalm.com, Neu-qap.com, or otherwise engage in any conduct or action that might tarnish the image or reputation, of NAALM on platform or otherwise tarnish or dilute any NAALM's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Website(s) or NAALM's systems or networks, or any systems or networks connected to NAALM.

6. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website(s) or any transaction being conducted on the Website, or with any other person's use of the Website(s).

7. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Website(s) or any service offered on or through the Website(s). You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.

8. You may not use the Website(s) or any content thereon for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of NAALM and/or others.

9. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder (as amended from time to time) and also all applicable domestic laws, rules and regulations (including the provisions of any applicable exchange control laws or regulations in force) and international laws, foreign exchange laws, statutes, ordinances and regulations (including, but not limited to sales tax/value added tax, income tax, octroi, service tax, central excise, custom duty, local levies) regarding Your use of Our services. You shall not engage in any transaction in a service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

10. Solely to enable Us to use the User Information, so that we are not violating any rights You might have in the User Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any



other rights You have in the User Information, in any media now known or not currently known, with respect to the User Information. We will only use the User Information in accordance with the Terms of Use and Privacy Policy applicable to use of the Website(s).

11. You shall not engage in advertising to, or solicitation of, other users of the Website(s) to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Website(s) or related to Us. You may not transmit any chain letters or unsolicited commercial or junk email to other users via the Website(s). It shall be a violation of these Terms of Use to use any information obtained from the Website(s) in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than Us without Our prior explicit consent. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

12. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Website, including payment and delivery of related services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Website.

13. It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Website and that You may be involuntarily exposed to such offensive and obscene materials. It is also possible for others to obtain personal information about You due to your use of the Website(s), and that the recipient may use such information to harass or injure You. We does not approve of such unauthorized uses, but by using the Website(s) You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Website(s). Please carefully select the type of information that You publicly disclose or share with others on the Website(s).

14. NAALM shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

#### **Contents Posted on Site**

Except as expressly provided in these Terms of Use, no part of the Website(s) and no part of the Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Website or other medium for publication or distribution or for any commercial enterprise, without NAALM's express prior written consent.

You may use information on the services purposely made available on the Website(s) for downloading, provided that You (1) do not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) do not make any additional representations or warranties relating to such documents.



You shall be responsible for the content posted by You. Such content will become Our property and You grant Us the worldwide, perpetual and transferable rights in such content. We shall be entitled to, consistent with Our Privacy Policy as adopted in accordance with applicable law, use the content provided by You or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include the content You provide. You agree that any content You post may be used by us, consistent with Our Privacy Policy and Terms of Use on the Website(s), and You are not entitled to any payment or other compensation for such use.

## **Privacy**

We view protection of Your privacy as a very important principle. We understand clearly that You and Your personal information is one of Our most important assets. We store and process your information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. Our current Privacy Policy is available at [<Insert hyperlink>](#). If You object to your information being transferred or used in this way please do not use Website.

We and our affiliates will share/sell/transfer/license/covey some or all of your personal information with another business entity should we (or our assets) plan to merge with or are acquired by that business entity, or re-organization, amalgamation, restructuring of business or for any other reason whatsoever. In the event such a transaction or situation occurs, the other business entity or the new combined entity will be required to follow our Privacy Policy with respect to your personal information. Once You provide your information to us, You provide such information to Us and Our affiliate, and We and Our affiliate may use such information to provide You various services with respect to your transaction whether such transaction are conducted on the Website(s) or with third party merchant's website.

## **Disclaimer of Warranties and Liability**

This Website, all the materials and products (including but not limited to software) and services, included on or otherwise made available to You through this Website(s) are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, NAALM does not warrant that:

- This Website will be constantly available, or available at all; or
- The information on this Website is complete, true, accurate or non-misleading.

NAALM will not be liable to You in any way or in relation to the Contents of, or use of, or otherwise in connection with, the Website. NAALM does not warrant that this Website(s); information, Content, materials, product (including software) or services included on or otherwise made available to You through the Website; their servers; or electronic communication sent from Us are free of viruses or other harmful components. Nothing on Website constitutes, or is meant to constitute, advice of any kind.

You will be required to enter a valid phone number while placing an order on the Website. By registering Your phone number with us, You consent to be contacted by Us via phone calls and/or SMS notifications, in case of any service related updates. We will not use your personal information to initiate any promotional phone calls or SMS.

## **Services Payment**



While availing any of the payment method/s available on the Website, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to:

- Lack of authorization for any transaction/s, or
- Exceeding the preset limit mutually agreed by You and between "Bank/s", or
- Any payment issues arising out of the transaction, or
- Decline of transaction for any other reason/s

All payments made against the purchases/services on Website by you shall be compulsorily in Indian Rupees acceptable in the India. Website(s) will not facilitate transaction with respect to any other form of currency with respect to the purchases made on Website.

Further:

1. Transactions, transaction price and all commercial terms such as provision of services are as per principal to principal bipartite contractual obligations between You and Us and payment facility is merely used by You and Us to facilitate the completion of the transaction. Use of the payment facility shall not render NAALM liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, non-provision of after sales or warranty services or fraud as regards the services listed on the Website(s).
2. You have specifically authorized NAALM or its service providers to collect, process, facilitate and remit payments and/or the transaction price electronically in respect of transactions through payment facility.
3. You understand, accept and agree that the payment facility provided by NAALM is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, collection and remittance facility for the transactions on the Website(s) using the existing authorized banking infrastructure and credit card payment gateway networks. Further, by providing payment facility, NAALM is neither acting as trustees nor acting in a fiduciary capacity with respect to the transaction.

#### **Payment Facility for You:**

- You, as a buyer, understand that upon initiating a transaction You are entering into a legally binding and enforceable contract with the Us to purchase the products and /or services from Us using the payment facility, and You shall pay the transaction price through Your issuing bank to Us using payment facility.
- You, as a buyer, may agree with Us through electronic communication and electronic records and using the automated features as may be provided by payment facility on any extension / increase in the delivery time and the transaction shall stand amended to such extent. Any such extension / increase of delivery time or subsequent novation / variation of the transaction should be in compliance with policies relating to payment facility as contained hereunder.
- You, as a buyer, shall electronically notify payment facility using the appropriate the Website(s) features immediately upon delivery or non delivery within the time period as provided in policies. Failure to notify NAALM of the delivery by You within the time period specified in the NAALM Policies shall be construed as a deemed delivery in respect of that transaction.
- You, as a buyer, shall be entitled to claim a refund of the transaction price (as your sole and exclusive remedy) in case You do not receive the delivery within the time period agreed in the transaction or within the time period as provided in the NAALM Policies, whichever is earlier. In case You do not raise a refund



claim using the Website(s) features within the stipulated time then You shall become ineligible for a refund. Notwithstanding anything contained elsewhere in these Terms of Use, You shall not be entitled to any refund or any other recourse, if You have not downloaded the reports or collected the reports from the Website(s) or from any of its collection centers within the time limit specified in the NAALM Policies.

- You, as a buyer, understand that the payment facility may not be available in full or in part for certain category of services and/or transactions as mentioned in the NAALM Policies and hence You may not be entitled to a refund in respect of the Transactions for those products and /or services
- Refund, if any, shall be made by reversing the payment back to the same issuing bank account from where transaction price was originally received.
- Refund shall be made in Indian Rupees only.
- For electronics payments, refund shall be made through payment facility using NEFT / RTGS or any other online banking / electronic funds transfer system approved by Reserve Bank India (RBI).
- Refund shall be conditional and shall be with recourse available to NAALM in case of any misuse by User.
- Refund shall be subject to User complying with NAALM Policies.

4. NAALM reserves the right to impose limits on the number of transactions or transaction price which NAALM may receive from on an individual Valid Credit/Debit/ Cash Card / Valid Bank Account/ and such other infrastructure or any other financial instrument directly or indirectly through payment aggregator or through any such facility authorized by Reserve Bank of India to provide enabling support facility for collection and remittance of payment or by a User during any time period, and reserves the right to refuse to process transactions exceeding such limit.

5. NAALM reserves the right to refuse to process transactions by User with a prior history of questionable charges, including without limitation, breach of any agreements by User with NAALM or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.

6. NAALM may do such checks as it deems fit before approving the receipt of/User's commitment to pay transaction price from the User for security or other reasons at the discretion of NAALM. As a result of such check if NAALM is not satisfied with the creditability of the User or genuineness of the transaction / transaction price, it will have the right to reject the receipt of / Users commitment to pay transaction price.

7. NAALM may delay notifying the payment confirmation if NAALM deems suspicious or for Users conducting high transaction volumes to ensure safety of the transaction and transaction price. In addition, NAALM may hold transaction price and may not dispatch or remit transaction price to law enforcement officials (instead of refunding the same to User) at the request of law enforcement officials or in the event the User is engaged in any form of illegal activity.

8. The User acknowledges that NAALM will not be liable for any damages, interests or claims etc. resulting from not processing a transaction/transaction price or any delay in processing a transaction/transaction price which is beyond control of NAALM.

**Compliance with Laws:**

9. The Users shall comply with all the laws (including without limitation Foreign Exchange Management Act, 1999 and the rules made and notifications issued there under and the Prevention of Money Laundering



Act, 2002 and the rules made there under, Income Tax Act, 1961) applicable to them respectively for using the payment facility and the Website(s).

#### **User's arrangement with Issuing Bank:**

10. All Valid credit / debit/ cash card/ and other payment instruments are processed using a credit card payment gateway or appropriate payment system infrastructure and the same will also be governed by the terms and conditions agreed to between the User and the respective issuing bank and payment instrument issuing company.

11. All online bank transfers from valid bank accounts are processed using the gateway provided by the respective issuing bank which support payment facility to provide these services to the Users. All such online bank transfers on payment facility are also governed by the terms and conditions agreed to between the User and the respective issuing bank.

#### **Indemnity**

You shall indemnify and hold harmless NAALM, its owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of Your breach of this Terms of Use, Privacy Policy and other Policies, or Your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.

#### **Governing Law**

Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Bangalore.

#### **Trademark, Copyright and Restriction**

The Website(s) are controlled and operated by NAALM. All material on the Website(s), including images, illustrations, audio clips, and video clips, are protected by copyrights, trademarks, and other intellectual property rights. Material on the Website(s) are solely for your personal, non-commercial use. You must not copy, reproduce, republish, upload, post, transmit or distribute such material in any way, including by email or other electronic means and whether directly or indirectly and You must not assist any other person to do so. Without the prior written consent of NAALM, modification of the materials, use of the materials from the Website on any other website or networked computer environment or use of the materials for any purpose other than personal, non-commercial use is a violation of the copyrights, trademarks and other proprietary rights of NAALM, and is prohibited. Any use for which You receive any remuneration, whether in money or otherwise, is a commercial use for the purposes of this clause.

#### **Trademark complaint**

NAALM respects the intellectual property of others. In case You feel that your trademark has been infringed, You can write to NAALM at [naalmpg@naalm.com](mailto:naalmpg@naalm.com).

#### **Limitation of Liability**

THE TOTAL LIABILITY OF NAALM SHALL BE LIMITED TO CARRYING OUT A RETEST OF THE SAMPLE PROVIDED OR CARRYING OUT ANOTHER TEST USING SUCH METHOD WHICH CAN PROVIDE REASONABLY ERROR FREE RESULTS, FREE OF COST. THE SELECTION OF THE ALTERNATIVE TEST SHALL BE MADE BY NAALM AT ITS SOLE DISCRETION. IN NO EVENT SHALL



NAALM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS OF USE, EVEN IF USER HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

### **Contact Us**

Please send any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Website to [naalmpg@naalm.com](mailto:naalmpg@naalm.com).

### **Grievance officer**

In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the 'Grievance Officer' are provided below:

Mr V Govindarajan  
Neuberg Anand Academy of Laboratory Medicine  
Anand Tower  
Bowring Hospital Road, Shivajinagar, Bangalore 560 001  
Karnataka, India  
Phone: +91- 080-2331 8500  
Email: [naalmpg@naalm.com](mailto:naalmpg@naalm.com)  
Time: Mon - Sat (9:00hrs - 18:00hrs)

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## **POLICIES**

### **Profanity Policy**

NAALM prohibits the use of language that is racist, hateful, sexual or obscene in nature in a public area. Please report any violations of this policy to the correct area for review:

Report offensive Display Names  
Report offensive language in a listing or otherwise

Disciplinary action may result in the indefinite suspension of a User's account, temporary suspension, or a formal warning.

NAALM will consider the circumstances of an alleged policy violation and the user's trading records before taking action.

Violations of this policy may result in a range of actions, including:

- . Limits placed on account privileges;
- . Loss of special status;
- . Account suspension.

### **Dispute Resolution Policy**



## Overview

Generally, transactions are conducted smoothly on NAALM. At NAALM, we have a Dispute Resolution process in order to resolve disputes between NAALM and Users of this facility.

### What is a 'dispute'?

A 'Dispute' can be defined as a disagreement between a User and NAALM in connection with a transaction on the Website.

### How does a 'dispute' occur in the Marketplace?

Disputes are filed as a result of a disagreement between the User and NAALM. Disputes arise out of an issue that is raised by either party not being completely satisfied with the resolution of their complaint/issue.

It is important that before a User raises a dispute, they should attempt to solve the issue.

### How is a 'dispute' created?

Whenever there is a disagreement, the User can write to [naalmpg@naalm.com](mailto:naalmpg@naalm.com), in order to raise a dispute. Disputes can be raised at a particular transaction level.

## User Eligibility and Restrictions

- Users can file a dispute within 45 days from the date of delivery of the service
- Fraudulent charges and claims will not be entertained by NAALM
- If the User has already initiated chargeback through the credit card issuing bank, NAALM will provide such information as required by the Credit Card Issuer and the decision of the Credit Card Issuer shall be final.
- Blacklisted and Blocked Users are not covered under this program.
- Raising disputes against NAALM does not automatically entitle the User to a refund or replacement for the service. NAALM shall verify the disputes so raised and may process only such claims that are, in its opinion, valid and genuine.
- NAALM shall at no point be responsible for any direct or indirect losses, expenses, costs of any nature whatsoever that may be incurred by any User.
- Claims of the nature of 'User remorse' (i.e. instances where services are bought by the Users by mistake or where the User chooses to change his/her mind with regard to the service purchased by him) will not be entertained through this program.
- NAALM reserves its right to initiate civil and/or criminal proceedings against a User who, files an invalid and/or false claims or provides false, incomplete, or misleading information. In addition to the legal proceedings as aforesaid, NAALM may, at its sole discretion suspend, block, restrict and/or disqualify that user and any related users.
- Decisions made by NAALM shall be final and binding on its Users.
- NAALM Customer Support Team may seek additional information / clarification from User to facilitate resolution of the dispute. In the event User does not respond with information / clarification sought within 10 days of such request, the dispute shall be auto-closed in favour of NAALM.

## Disputes via Chargeback

Whenever a chargeback (CB) comes from a payment gateway/bank, following situations may arise:



1. Services not received CB - User hasn't received the service(s). Refund will be created in accordance with the dispute policies
2. Unauthorized CB - User hasn't made this particular transaction. Refund will be created in accordance with the dispute policies.
3. Service not as described - meaning service is not what User expected. Dispute will be decided in accordance with the dispute policies.

#### **Email Abuse & Threat Policy**

- Private communication, including email correspondence, is not regulated by NAALM. NAALM encourages its Users to be professional, courteous and respectful when communicating by email.
- However, NAALM will investigate and can take action on certain types of unwanted emails that violate NAALM policies.

#### **Examples of such instances:**

Threats of Bodily Harm - NAALM does not permit Users to send explicit threats of bodily harm.

Misuse of NAALM System - NAALM allows Users to facilitate transactions through the NAALM system, but will investigate any misuse of this service.

Spoof (Fake) email - NAALM will never ask you to provide sensitive information through email. In case you receive any spoof (fake) email, you are requested to report the same to Us through 'Contact Us' tab.

Spam (Unsolicited Commercial email) - NAALM's spam policy applies only to unsolicited commercial messages sent by NAALM Users. NAALM Users are not allowed to send spam messages to other Users.

Offers to Buy or Sell Outside of NAALM - NAALM prohibits email offers to buy or sell listed services outside of the NAALM Website except at its principal office or at its registered branches/collection centers. Offers of this nature are a potential fraud risk for both Users and NAALM.

NAALM policy prohibits user-to-user threats of physical harm via any method including, phone, email and on our public message boards.

Violations of this policy may result in a range of actions, including:

- Limits on account privileges
- Account suspension
- Cancellation of listings
- Loss of special status

#### **Other Businesses:**

NAALM does not take the responsibility or liability for the actions, products, content and services on the Website, which are linked to affiliates and / or third party websites using Website's APIs or otherwise. In addition, the Website may provide links to the third party websites of Our affiliated companies and certain other businesses for which, NAALM assumes no responsibility for examining or evaluating the products and services offered by them. NAALM do not warrant the offerings of any of these businesses or individuals or the content of such third party website(s). NAALM does not endorse, in any way, any third party website(s) or content thereof.



## **Safety and Security:**

### **Is it safe to use my credit/debit card on NAALM?**

Your online transaction on NAALM is secured with the highest levels of transaction security currently available on the internet. NAALM uses 256-bit encryption technology to protect your card information while securely transmitting it to the respective banks for payment processing.

All credit card and debit card payments on NAALM are processed through secure and trusted payment gateways managed by leading banks. Banks now use the 3D Secure password service for online transactions, providing an additional layer of security through identity verification.

### **Does NAALM store my credit/debit card information?**

NAALM does not store any detail of your credit/debit card.

## **Payment Options**

### **What credit/debit cards are accepted on NAALM?**

We accept VISA, MasterCard and Maestro credit/debit cards.

### **Do you accept payment made by credit/debit cards issued in other countries?**

Yes! We accept VISA, MasterCard, Maestro, credit/debit cards issued by banks in India only.

### **What other payment options are available on NAALM?**

Apart from Credit and Debit Cards, we accept payments by Internet Banking (covering 27 banks).

## **Privacy Policy**

NAALM.com respects your privacy and is committed to protecting it. For more details, please see our Privacy Policy.

## **Contact Us**

Couldn't find the information you need? Please Contact Us [\[Please insert hyperlink here\]](#)

### **How do I cancel an order?**

You can cancel your order before the blood/urine/tissue sample is collected from you by placing a cancel request at the Website on which the order was placed.

### **How long will it take to process my cancellation request?**

Once you request the cancellation of item(s) in your order, it will take us a maximum of 1-2 business days to cancel the order and initiate a refund. You will be notified of the same by email. For having the money transferred back to the source of transaction, it may take up to 10-15 business days for the respective banks to process the refund. Please get in touch with the banks directly in case of any delays post confirmation of



cancellation/refund by NAALM.

**Why do I see a disabled 'Cancel' link?**

A disabled 'Cancel' link can mean that the Sample has already been collected. In such a case, you can get in touch with our Customer Support for more information.

**What are the modes of refund available after cancellation?**

Subject to the provisions contained under the Privacy Policy and Terms of Use, in the event the refund of any amount paid by You to Us shall be made by reversing the payment back to account from which it was originally made by the User, unless the money was paid through cash in which event the refund will be made through cash.