

Terms & Conditions

Last Updated: 12th February, 2025

Welcome to Healwise International Ltd. ("Company," "we," "us," or "our"). These Terms & Conditions ("Terms") govern your access to and use of our website healwise.net (the "Site") and any related services we provide (collectively, the "Services"), which facilitate access to neurosurgery treatments globally for international patients. By using our Site and Services, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Site or Services.

1. Acceptance of Terms

1.1 Binding Agreement

These Terms constitute a legally binding agreement between you and the Company. By accessing or using our Site or Services, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy.

1.2 Eligibility

You must be at least 18 years of age (or the age of majority in your jurisdiction) to use our Site and Services. By using our Site or Services, you represent and warrant that you have the right, authority, and capacity to enter into these Terms and to abide by all of their provisions.

2. Scope of Services

2.1 Purpose of Services

The Company provides an online platform to facilitate access to neurosurgery treatments globally for international patients. Our Services may include providing information about neurosurgery treatment options, coordinating appointments, making travel arrangements, and assisting with communication between patients and healthcare providers.

2.2 No Medical Advice

The Company is not a healthcare provider and does not practice medicine. The information provided on our Site and through our Services is for general informational purposes only and should not be construed as professional medical advice, diagnosis, or treatment. Always seek the advice of a qualified healthcare provider regarding any medical condition or treatment.

2.3 Third-Party Providers

Healthcare professionals, clinics, hospitals, travel agencies, or other service providers ("**Third-Party Providers**") are independent entities. The Company does not endorse, control, or supervise these Third-Party Providers and is not responsible for their acts, omissions, or level of service. Any separate contracts or agreements you enter into with Third-Party Providers are solely between you and the relevant provider.



3. User Obligations

3.1 Account Registration

You may need to create an account to access certain features of our Site or Services. When you register an account, you agree to:

- Provide accurate, current, and complete information.
- Maintain and promptly update your account information.
- Keep your login credentials confidential and not share them with third parties.
- Notify us immediately of any unauthorized use of your account.

3.2 Compliance with Laws

You agree to use our Site and Services in compliance with all applicable laws, regulations, and these Terms. You are responsible for any content you submit or share through our Site or Services.

3.3 Prohibited Conduct

You agree not to:

- Use the Site or Services for any unlawful purpose.
- Submit false, misleading, or fraudulent information.
- Infringe the rights of any third party, including intellectual property rights, privacy, or publicity rights.
- Use any automated means (e.g., bots, scrapers) to access or collect data from the Site without our express permission.
- Interfere with or disrupt the Site or Services, servers, or networks connected to the Site.

4. Intellectual Property

4.1 Ownership

All materials on our Site, including but not limited to text, graphics, images, logos, software, and other content (collectively, the "Content"), are owned or licensed by the Company and are protected by copyright, trademark, and other intellectual property laws. Except as expressly authorized by us, you may not reproduce, distribute, modify, or create derivative works of any Content without our prior written consent.

4.2 License to Use

Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use the Site and Services for your personal, non-commercial use. This license is provided solely for your informational and personal use in connection with our Services. We reserve all rights not expressly granted herein.

5. Payments and Fees



5.1 Fees

Certain aspects of our Services may require payment of fees, which may include consultation fees, coordination fees, travel arrangement fees, or other charges. Any fees will be communicated to you before you incur them.

5.2 Payment Terms

You agree to pay all fees due in accordance with the payment terms in effect when you incur such fees. If payment is processed through third-party payment platforms, you will be subject to their terms and conditions. You are responsible for providing accurate payment information and ensuring that you have the legal right to use any payment methods provided.

5.3 Refunds

Refunds, if any, will be issued solely at our discretion and in accordance with any refund policies provided at the time of payment. We reserve the right to deny any refund request if it does not comply with our published policy.

6. Disclaimers

6.1 No Warranty

Your use of the Site and Services is at your own risk. The Site and Services are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, whether express or implied. To the fullest extent permitted by law, the Company disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

6.2 Medical Disclaimer

We do not provide any medical advice and do not guarantee any medical results or outcomes. Any reliance you place on information provided by the Company is strictly at your own risk, and we disclaim all liability arising out of such reliance.

6.3 Third-Party Content

The Company may include links to or information about Third-Party Providers or other third-party content. We are not responsible or liable for the availability, accuracy, or content of such third-party materials or websites.

7. Limitation of Liability

To the fullest extent permitted by applicable law, the Company and its directors, officers, employees, and agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data or other intangible losses resulting from:

- 1. Your use of or inability to use the Site or Services.
- 2. Any content obtained from the Site or Services.
- 3. Unauthorized access, use, or alteration of your transmissions or content.



- 4. Statements or conduct of any third party on the Site or in connection with the Services.
- 5. Any other matter relating to the Site or Services.

In no event shall the Company's aggregate liability for all claims relating to the Site or Services exceed the total amount paid by you to the Company, if any, in the six months preceding the event giving rise to the liability.

8. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with:

- 1. Your use of the Site or Services.
- 2. Your violation of these Terms or any applicable law or regulation.
- 3. Your negligence or willful misconduct.
- 4. Your infringement or violation of any rights of any third party.

9. Termination

9.1 **Termination by the Company**

We may, at our sole discretion, suspend or terminate your access to our Site or Services, or any part thereof, at any time and for any reason, including for violation of these Terms or any applicable law or regulation, without prior notice or liability.

9.2 Termination by You

You may discontinue your use of the Site or Services at any time by closing your account or ceasing to access the Site.

9.3 Effect of Termination

Upon termination, all rights and licenses granted to you shall immediately cease. The following provisions shall survive any termination: **Intellectual Property**, **Limitations of Liability**, **Indemnification**, **Governing Law**, and any other provisions intended to survive termination.

10. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of [Jurisdiction], without giving effect to any conflict of laws principles. Any disputes arising out of or relating to these Terms or the Site or Services shall be resolved exclusively in the state or federal courts located in [Location]. You consent to the personal jurisdiction of such courts.



11. Modifications to Terms

We reserve the right to modify these Terms at any time. When we do, we will revise the "Last Updated" date at the top of these Terms. If a modification materially affects your rights, we may provide additional notice, such as by email or a notice on the Site. By continuing to access or use the Site or Services after any modifications become effective, you agree to be bound by the revised Terms.

12. Miscellaneous

12.1 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and the Company regarding the use of the Site and Services and supersede all prior or contemporaneous agreements or understandings.

12.2 Severability

If any provision of these Terms is held to be invalid or unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions will remain in full force and effect.

12.3 No Waiver

No waiver of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or any other term, and the Company's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

12.4 Assignment

You may not assign these Terms or any of your rights or obligations without our prior written consent. We may assign these Terms at any time without notice or consent.

12.5 Headings

Headings are for reference purposes only and in no way define, limit, construe, or describe the scope or extent of any section.

13. Contact Us

If you have any questions about these Terms or our Services, you may contact us at:

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