

TERMS & CONDITIONS FOR PROGRAMS

1. Definitions

In the following terms and conditions,

- a. "Company" refers to Luke Coutinho Holistic Healing Systems Pvt Ltd.
- b. "Program" refers to any service package offered by way of email or as mentioned in the Performa Invoice or any 'consult' with any member of the Company's team of doctors, nutritionists, lifestyle expert, doctors, consultants.
- c. "Client" refers to the individual whose name appears in the order or Proforma invoice in relation to Programs(s) provided by the "Company".
- d. "Program Term" refers to the terms and conditions separately provided with the Terms herein which shall be specifically applicable in relation to each Program(s).
- e. "Program Duration" refers to the specific time period for which the "Program" is valid.
- f. "Program Fees" refers to the fees charged by the "Company" to render services in the "Program".
- g. "Associates" refers to any employee(s) of the Company and/or Independent Contractor(s) and/or Service Provider(s) contracted by the Company.

2. Purpose

- a. These terms and conditions ("Terms") shall govern the transaction between the Company and the Client.
- b. The Client acknowledges that the Company may engage other parties, namely its employees and/or third parties including Independent Contractors and Service Partners for the fulfilment of the Program as its Associates and the Client hereby consents to the Company disclosing, to the extent relevant, the Client's Personal Information and/or details of Program (s) availed by the Client to such Associates.
- c. The Client acknowledges the receipt of the Terms and the Program(s) Terms, as applicable and agrees to be fully bound by the Terms and the relevant Program Terms.

3. Total Fees and Charges

- a. The Company shall charge the Client, Program Fees as detailed in the Program Terms.
- b. The Program Fee shall be payable in advance for the full Program Duration.
- c. Activation of the Program(s) is subject to realization/receipt of the Program Fee.
- d. The Program is non-transferable to another party.
- e. All Payments made to the program are non-refundable and non-transferable. The Company shall not be under any obligation to refund any fee, on any ground including on humanitarian ground, if so claimed, on account of any injury or death caused to the Client.
- f. Any applicable refund due to payment gateway failure or chargeback will be subject to the terms and conditions of the respective payment gateway.
- g. Cancellation Policy
Program Subscriptions once made/placed, cannot be cancelled for any reason. There shall be no refunds.

4. Obligations and Covenants of the Client

- a. The Client undertakes that he/she shall strictly comply with the terms of usage contained in the Program Terms.
- b. The Client acknowledges that the advice provided under the Program Term by the Company and its Associates is solely intended for the Client and cannot be used for any other individual.
- c. The Client acknowledges to provide complete and accurate information to the Company and its Associates as required for fulfilment of services under the Program Terms.
- d. The Client to inform the Company before the program begins if the Client wants to delay the start date of the program.
- e. Once the program begins the Client is allowed to put the program on hold only once during the tenure of the Program for a maximum period of two weeks.

5. Disclaimer

MEDICAL DISCLAIMER

- a. Luke Coutinho Holistic Healing Systems Pvt Ltd is not a medical organization. Any information provided by us the Website is for informational purposes only. You should not take any action based upon any information contained on the Website. Use of the Website is not meant to serve as a substitute for professional Medical advice. **AND RELIANCE ON ANY INFORMATION PROVIDED BY THE WEBSITE OR THE PROGRAM IS AT YOUR OWN RISK.**
- b. The Wellness and Nutrition Program that we provide is not a Medical advice. The advice given under our Program including but not limited to the food plans, diets, workout and exercise plans, should not be misconstrued as medical advice.
- c. We do not guarantee as to any particular Program or any particular advice given to you will be suitable to your health. We shall not be responsible for any issues, side effects including without limitation any allergic reactions to you on account of following our advice, diet and nutrition plans and therefore, we strongly advise you to consult your doctor before trying any of the Program available on our Website.
- d. Consider the risks involved and consult with your medical professional before engaging in any physical activity. We are not responsible or liable for any injuries or damages you may sustain that result from your use of, or inability to use, any Program provided by us.
- e. In the event if any wellness or diet plan or exercise recommended by us causes any pain, side effect or allergic reaction, or severe discomfort, you should immediately discontinue such diet plan or exercise and immediately consult your doctor.
- f. You agree and understand that using our Programs cannot be substituted for personal medical attention, diagnosis or in person treatment by a qualified medical professional.
- g. Interactions with our Associates do not constitute the practice of medicine and consultations cannot be used for providing a formal medical diagnosis, for a physical examination, for obtaining prescriptions, or for treatment. Do not use our Service / Program to diagnose or treat a medical condition. Please see your doctor in person if you are looking for a personal medical evaluation, diagnosis, or prescription.
- h. Our Programs and Services are structured to support the health decisions and choices that you make, with respect to our lifestyle. These decisions and choices are yours, and we believe that you are the best person to decide about your health and that these decisions should be made in accordance with the advice you receive from your own doctor.
- i. We and our Associates are not liable or responsible for any injury or disease including aggravation, acceleration or recurrence of such injury or disease or death arising from or in connection with nutritional or exercise advice and dietary information provided in consultations, programs or by other resources.
- j. We and our Associates may recommend health supplements and nutraceuticals. However, any Program success is not dependent solely on the use of supplement or nutraceuticals. Use of such supplements and nutraceuticals is solely your decision. You should seek advice from your medical practitioner before consuming any such supplements.
- k. We do not recommend use of or Program as replacement of doctor's advice or medical treatment. Neither do we take any decision for you or your family as to whether to take medical treatment or not.
- l. We never sell or suggest or claim that our Program is 'magic therapy' and we will never sell or suggest or claim any product, pills, food or methods to be 'magical' in nature and will take away your disease.
- m. We respect medicine, science and also respect nature and the intelligence and healing power of human body.

6. Confidentiality

The Company shall make reasonable efforts to ensure that the Personal Information of the Client is kept confidential and not disclosed to any third party except to the extent required for fulfilment of services.

7. Website Terms and Conditions

The terms and conditions of the Website are available at [Privacy policy](#). The Terms and conditions of the Website are part and parcel of Program Terms.

8. Cancellation or Rescheduling of Appointments/Sessions:

- a. Request you to be on time for the scheduled appointment/session.

- b. If you wish to reschedule or cancel a scheduled appointment/session, please inform us in writing in advance at least 24 hours before the scheduled time of the appointment/session. We will not be able to cancel or reschedule an appointment if a request comes any time thereafter.
- c. If you fail to attend the appointment/session on time, our team will wait for maximum 10 minutes. If you still fail to attend the session, the same will be considered as 'NO SHOW'.
- d. In case of "No Show", your appointment/session will be considered as exhausted and there will be no refund, adjustment or rescheduling.
- e. When you utilize all your appointments/sessions on the program, any additional ones shall be charged additionally.

9. Miscellaneous

- a. The Company will not incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Terms if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, bandhs, riots, acts of war, natural disaster, fire and explosions, or any parties with respect and in relation to rendering services under the Program Term.
- b. The Agreement shall be governed by the laws of the Republic of India and only the courts of Mumbai shall have jurisdiction to entertain disputes under this Agreement.
- c. The Company reserves the right to amend the Terms and/or the Program Terms and/or the features or pricing of the Programs. Upon such amendment such terms will become applicable immediately and will be intimated to the Client in due course. If the Client does not accept the amendment of the Terms and/or the Program Terms, he shall have the right to terminate Terms and the Program Terms.