

TERMS & CONDITIONS POLICIES

Last Updated & Effective Date: May 24, 2026

Welcome to **Carenest Child Development and Physiotherapy Center**! These master terms and conditions outline the legally binding rules, regulations, privacy practices, and clinical policies for the use of Carenest Child Development and Physiotherapy Center's Website, located at <https://www.carenestchild.in>.

By accessing or using this website, we assume you fully accept and agree to comply with all terms, conditions, and consolidated policies stated on this page. **Do not continue to use Carenest Child Development and Physiotherapy Center if you do not agree to accept all of the terms and conditions stated on this page.**

1. GENERAL TERMINOLOGY

The following terminology applies to these Terms and Conditions, Privacy Policy, Medical Disclaimer, Cancellation/Refund Rules, and all associated service agreements:

- **"Client", "You", and "Your"** refers to you, the person logging onto this website and complying with the Center's terms and conditions.
- **"The Center", "Ourselves", "We", "Our", and "Us"** refers to Carenest Child Development and Physiotherapy Center.
- **"Party", "Parties", or "Us"** refers to both the Client and ourselves.

All terms refer to the offer, acceptance, and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner for the express purpose of meeting the Client's needs in respect of provision of the Center's stated healthcare, developmental, and physiotherapy services, in accordance with and subject to, prevailing laws of India. Any use of the above terminology or other words in the singular, plural, capitalization, and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

2. PRIVACY POLICY & DATA PROTECTION

We are deeply committed to protecting the privacy of our young patients, their parents, legal guardians, and visitors. This section fulfills our mandatory statutory disclosure obligations under the Indian Information Technology Act, 2000 (and its 2011 Rules) and the Digital Personal Data Protection (DPDP) Act, 2023.

2.1 Information We Collect

We collect personal information and Sensitive Personal Data or Information (SPDI) to provide highly tailored clinical and pediatric therapy frameworks:

- **Parent/Legal Guardian Data:** Full name, permanent/communication address, telephone number, verified email address, billing profile, and emergency contact configurations.
- **Child/Patient Data:** Full name, age, biological gender, medical background records, physical milestone trackings, specific diagnostic assessments, clinical evaluations, prescriptions, and historical mental/physical wellness details.
- **Automated Metadata:** IP addresses, browser specifications, operating system versions, specific cookie indicators, and behavioral browsing patterns logged natively.

2.2 Purpose of Collection and Processing

Your data is processed strictly for legal, operational, and clinical medical purposes:

- To securely schedule, monitor, and execute clinical appointments and therapy sessions.
- To maintain comprehensive, legally compliant digital clinical registries and medical files for your child.
- To process secure financial transactions, generate statutory tax invoices, and handle ledger accounting.
- To issue critical medical communications, automated appointment reminders, and therapeutic progress updates.

2.3 Mandated Parental and Guardian Consent

Given that our core healthcare focus is dedicated to minors, **we strictly do not collect, store, or process information from children without explicit, verifiable consent from a parent or legal guardian.** By inputting, transmitting, or uploading any medical health records or identifying details of a minor onto our website, you explicitly warrant that you are the lawful parent or authorized legal guardian and formally consent to Carenest processing this clinical information for therapeutic treatments.

2.4 Data Transfer and Third-Party Sharing

Carenest does not sell, lease, or distribute private user data to third-party advertising networks. Data access is severely restricted to:

- Authorized in-house pediatricians, clinical physiotherapists, developmental specialists, and allied healthcare staff managing the child's dynamic therapeutic curriculum.
- Regulated digital service sub-processors, such as secured cloud storage networks, text-based alert APIs, or encrypted RBI-approved payment processors operating under ironclad confidentiality pacts.
- Law enforcement agencies or statutory judicial bodies where a compulsory legal decree or judicial order mandates disclosure under applicable Indian jurisprudence.

2.5 Grievance Officer Mandate

Pursuant to Section 43A of the Information Technology Act, 2000, and the Digital Personal Data Protection Act, 2023, any privacy concerns, data rectifications, or grievance requests can be formally submitted to our designated Data Grievance Officer:

- **Designation:** Data Protection & Grievance Officer
- **Center Name:** Carenest Child Development and Physiotherapy Center
- **Physical Address:** 36-43/43 Shubhankar Brahmanand Colony, Near L-1 Coaching, Durgakund, Varanasi Uttar Pradesh, 221005.
- **Official Email:** carenestchild@gmail.com

3. CANCELLATION, RESCHEDULING, & REFUND POLICY

Carenest operates on structured professional allocations to ensure every single child receives uninterrupted medical care. To maintain optimal clinical efficiency, the following rules apply to all appointments booked via our digital portal:

3.1 Appointment Modifications

- **Prior Notice Rule:** Parents or guardians are strictly required to request appointment cancellations or rescheduling slots at least **24 hours prior** to the officially scheduled clinical session.
- **Late Cancellations:** Any cancellations or rescheduling adjustments attempted within the 24-hour window preceding the slot are subject to late administrative deductions or forfeiture of that specific session's fee.
- **Clinical No-Shows:** If a patient fails to arrive at the center or log into a virtual tele-consultation platform within 15 minutes of the scheduled time without explicit notice, it will be marked as a No-Show. The full payment for that session will be forfeited, and no refunds or alternative adjustments will be permitted.

3.2 Refund Implementation

- **Center-Initiated Disruption:** In instances where Carenest must cancel a session due to operational emergencies, clinician unavailability, or systemic infrastructure failure, a complete 100% refund will be granted, or an immediate priority rescheduled slot will be offered.
- **Processing Timelines:** Verified, approved refunds will be systematically routed back to the original source payment instrument (Bank Account, Credit/Debit Card, or UPI/Digital Wallet) within **5 to 7 working days**, subject to standardized banking clearing rules in India.

4. MEDICAL DISCLAIMER

4.1 For Educational & Awareness Purposes Only

The entire contents, materials, blogs, developmental milestone scales, checklists, graphical elements, and diagnostic literature hosted across <https://www.carenestchild.in> are structured exclusively for general public educational awareness and reference. **They do not under any scenario constitute a formal medical diagnosis, physical prognosis, clinical advice, or definitive therapeutic treatment guidelines.**

4.2 No Doctor-Patient Relationship

Your voluntary interaction with this digital interface, browsing of literature, or submission of online inquiry forms **does not create or imply a formal doctor-patient relationship** between you, your child, and Carenest. A formal therapeutic medical relationship is explicitly established only upon physical clinical admission, registration, and comprehensive direct examination by our certified practitioners.

4.3 Absolute Necessity of Professional Consultation

Online documentation can never serve as an equivalent to tailored professional clinical physical evaluation. You must always seek immediate, direct counsel from an appropriately licensed pediatrician, physical therapist, or medical practitioner regarding any clear physiological ailments or childhood developmental deviations. Never delay or disregard professional clinical guidance due to any informational text read on this website.

5. COOKIE & TRACKING USAGE

We employ the active use of cookie tracking technologies. By accessing and navigating Carenest Child Development and Physiotherapy Center, you formally agree to permit cookie deployment in complete lockstep with our Privacy Policy rules. Most standard interactive digital websites leverage cookies to retrieve comprehensive user parameters across separate visits. Cookies are utilized natively within our infrastructure to stabilize functional performance across specific digital sections, enhancing usability. Certain promotional partners or integrated operational plugins might similarly employ third-party cookie trackers.

6. INTELLECTUAL PROPERTY RIGHTS & LICENSE

Unless explicitly stated otherwise, Carenest Child Development and Physiotherapy Center and/or its authorized content licensors own the exclusive global intellectual property rights for all text, design layouts, core imagery, therapeutic worksheets, logos, and digital elements published on Carenest Child Development and Physiotherapy Center. All global intellectual property rights remain strictly reserved. You are granted restricted access to view this material strictly for your personal, non-commercial, domestic family use, subject to the explicit prohibitions defined below.

You must strictly not under any circumstance:

- Republish, scrape, or extract material from Carenest Child Development and Physiotherapy Center for commercial gain.
- Sell, rent, sub-license, copy, duplicate, clone, or reproduce proprietary materials or literature from Carenest Child Development and Physiotherapy Center.
- Redistribute digital files or downloadable diagnostic resources from Carenest Child Development and Physiotherapy Center to public forums without explicit written permission from the center management.

Carenest Child Development and Physiotherapy Center reserves the absolute discretionary right to audit all public comments, user reviews, or interactive message boards on our website, and to immediately remove any user input that is deemed legally inappropriate, offensive, defamatory, or causes a programmatic breach of these Terms and Conditions.

7. DIGITAL HYPERLINKING INTERFACES

The following categories of organizations are authorized to hyperlink to our digital Website homepage without demanding prior explicit written clearance:

- In-country Government operational agencies;
- Regulated web Search Engines;
- Mainstream News and media organizations;
- Licensed Online Directory Distributors executing linkages matching their conventional business index practices; and
- System-wide Accredited Businesses, excluding non-profit charity operations, specialized fundraising portals, and non-profit shopping aggregators which are prohibited from hyperlinking.

These authorized organizations are permitted to link directly to our primary homepage or specific educational publications, provided that the link setup: (a) is in no way deceptive or manipulative; (b) does not falsely imply or manufacture a non-existent sponsorship, endorsement, or formal commercial approval by Carenest; and (c) integrates naturally within the contextual presentation of the referencing party's web environment.

We reserve the right to review, evaluate, and selectively approve alternative hyperlink requests from established organizations, including child-wellness coalitions, consumer information resources, diagnostic associations, internet portals, or educational entities. Link requests will be rejected if we conclude that the linkage diminishes our clinical standing, conflicts with our specialized medical principles, or displays data out of context. If you wish to establish a link, please email us with your full organizational profile and wait 1–2 weeks for formal review. No usage of Carenest's clinical logo or trademarked artwork will be tolerated for link indexing without an explicit written trademark license agreement.

8. IFRAMES & VISUAL REPRESENTATION

Without explicit, prior written authorization and physical signed permission from our administrative board, you are strictly prohibited from constructing frames around our Webpages or employing visual alterations that transform or modify the aesthetic presentation, interface layout, branding, or graphical appearance of our digital Website portal.

9. LIABILITY CLAUSES & LIMITATIONS

9.1 Content Liability

We do not accept liability or structural responsibility for any content that manifests across external websites linking to or from our domain. You formally agree to indemnify, protect, and legally defend Carenest against any emerging legal actions, civil lawsuits, or financial claims arising on your personal or corporate website. No links should sit on any digital platform that could be interpreted as malicious, defamatory, obscene, criminally negligent, or which violates, or advocates the direct violation of, any third-party civil liberties or human rights.

9.2 General Liability Exclusions

To the maximum layout permitted under applicable Indian legislation, we completely exclude all representations, warranties, conditions, and assurances relating directly to our website platform and its digital use. Nothing contained within this overarching liability disclaimer will operate to:

- Limit or exclude our or your liability for proven bodily injury or death caused outside informational web browsing via actual physical negligence;
- Limit or exclude our or your liability for intentional fraud or fraudulent misrepresentation;
- Limit any of our or your liabilities in any structural format that is not actively permitted under applicable Indian statutory laws; or
- Exclude any fundamental liabilities that are legally unexcludable under prevailing Indian court frameworks.

The core restrictions and liabilities outlined in this specific section and scattered across this master policy document: (a) remain explicitly subject to the preceding paragraphs; and (b) conclusively govern all liability lines arising directly under this web disclaimer, including claims arising via contract disputes, tort laws, consumer protection claims, and direct breaches of statutory legal duties.

As long as this website, its basic informational toolsets, milestones trackers, and reading materials are accessible completely free of charge, Carenest Child Development and Physiotherapy Center will not be held liable for any loss, systemic digital damages, or business complications of any nature whatsoever.