



Dietitian Near Me

Terms and Conditions

Revised: 22 December 2021

Acknowledgment

Dietitian Near Me welcomes you!

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service. This Terms and Conditions agreement has been created with the help of [privacypolicies.com](https://www.privacypolicies.com).

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

If You are an individual who seeks diet consultation, You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

If You are an individual who offers diet consultation, You represent that you are Registered Dietitian and You are a registered life-time member of Indian Dietetic Association.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

Interpretation and Definitions used throughout T&C (for better readability)

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Country** refers to: Madhya Pradesh, India.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Dietitian Near Me.
- **Device** means any device that can access the Service such as a computer, a smartphone or a digital tablet.
- **Service** refers to the Website, Android and Ios Application.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to Dietitian Near Me, accessible from dietitianearme.org
- **You** mean the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable. Includes both Client and Dietitian unless otherwise stated explicitly.
- **Client** means an individual who seeks diet consultation.
- **Dietitian** means an individual who offers diet consultation.

Your Account

- You may not use the Service if You are a person barred from receiving the Service under the laws of India or other countries, including the country in which You are resident or from which You use the Service.
- You may not use the service unless you are over the age of 18.
- You must be a human. Accounts created by automated methods are not permitted.

Use of the Service

- (For Dietitians only) You can't use this Company and Service as a medium to gain clients for private consultation, although you're allowed to carry-on your private consultation or job or business along with consultation at Dietitian Near Me.
- (For Dietitians only) You can't promote yourself, your private consultation business or any other services or business while consulting Clients at Dietitian Near Me.
- (For Dietitians only) You can't ask Clients to pay any additional charges for your consultation.
- (For Dietitians only) Company does not guarantee availability of Client(s) seeking consultation at all times.
- (For Client only) Company is not responsible for any permanent (or temporary) loss, physical (or mental) loss or loss of life occurred while using the Service or consulting a Dietitian.

- (For Client only) Company does not guarantee availability of Dietitian(s) for consultation at all times. The availability of Dietitian(s) depends on the number of active Dietitian(s) and the current demand.
- You must provide accurate and complete registration information any time You register to use the Service.
- You are responsible for the security of Your passwords and for any use of Your account.
- Your use of the Service must comply with all applicable laws, regulations and ordinances.
- You agree to not engage in any activity that interferes with or disrupts the Service.
- Company reserves the right to enforce quotas and usage limits (to any resources, including the API) at its sole discretion, with or without notice, which may result in Company disabling or throttling your usage of the Service for any amount of time.
- You can't allow multiple people to use the same account or otherwise access the Service in a manner intended to avoid incurring fees.
- You can't reverse engineer Company's products and services or translate, create derivatives.
- You can't reveal or force your peer to reveal identity during the trial period.

Service exceptions (For Clients only)

- Company adopts a no working Monday policy for Dietitians so no Dietitians will be available for consultation on Mondays.
- Dietitians are free to take upto 2 days of leave during their paid consultation period.
- Dietitians will not be available on national holidays for both trial and paid consultation.

Fees for Use of the Service

- The Service may be provided to You without charge up with certain limits or for a certain "trial" period of time.
- Usage over this limit (or after the "trial" period) requires Your purchase of subscription plan or services or additional resources.
- For all purchased services, we will charge You on a one-time payment basis.
- Charges are solely based on Company's measurements of Your use of the Service, unless otherwise agreed to in writing.
- You acknowledge and agree that any credit card/debit card/upi and related billing and payment information that You provide to Company may be shared by Company with companies who work on Company's behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Company and servicing Your account.
- Company may change its fees and payment policies for the Service by notifying You at least thirty (30) days before the beginning of the billing cycle in which such change will take effect.

Refund

Dietitian Near Me offers a full refund policy if following conditions are met:

- You request a refund within 2 days from the date of subscription or payment.
- You're over the age limit of 18, and did not fraudulently sign-up for the Services being a minor.

- You acknowledge and agree that you are not going to start private consultation with a Dietitian whom you have found using our platform. If found violating this Term you may be subject to legal actions and no refund shall be processed.

Refund process can take upto 14 working days starting from the day of the refund application. Kindly check our Refund Policy for more info.

3rd Party Websites Links

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise You to read the terms and conditions and privacy policies of any third- party web sites or services that You visit.

Termination of Account

We may terminate or suspend Your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately and no refund shall be processed.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of the Company and any of its Dietitians under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or nill if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall the Company or its Dietitians be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of life, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any Dietitian has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

"AS IS" and "AS AVAILABLE"

Disclaimer

The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, Dietitians, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

Disputes Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

Severability and Waiver

Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

Translation Interpretation

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion.

If You are an active user continuing to access or use Our Service after those revisions become effective, You will be bound to the terms accepted at the time of account creation. In case You wish to subscribe again You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the Service.

Ideas and Feedback

You may choose to or we may invite You to submit comments or ideas about the Service, including but not limited to ideas about improving the Service or our products ("Ideas"). By submitting any Idea, You agree that Your disclosure is unsolicited and without restriction and will not place Company under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to You, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us:

By email: kartik@dietitianearme.org