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Non-Performance of Contract

You accept and acknowledge the following:

1. **VEL** is not responsible for any unsatisfactory, delayed, non-performance or breach of the contract entered into between You and the Third Party Partner OR VEL as a representative of the Third Party for purchase and sale of goods or services offered by such Third Party Partner on the CHANNEL;
2. **VEL** cannot and does not guarantee that the concerned Third Party Partner will perform any transaction concluded on the CHANNEL;
3. The Third Party Operators - Ambulance(s) / Medical Service Providers are solely responsible for ensuring that the Goods and Services offered for use / procurement through the CHANNEL are kept in availability for successful fulfillment of service requests received. Consequently, **VEL** is not responsible if the Third Party Operator(s) does not satisfy the contract for services which are out of availability, delay or otherwise unavailable, but were shown as available on the CHANNEL at the time of placement of service requirement request by You; and
4. **VEL** shall not and is not required to mediate or resolve any dispute or disagreement between **You and Third Party Ambulance Agencies/Drivers / Operator**. In particular, **VEL** does not implicitly or explicitly guarantee the services on the CHANNEL
5. Other Parties accept and acknowledge that **VEL** shall not be liable for any loss or damage caused to the User including loss of life as a result of delay or default or deficiency or failure in the Services offered by Third Party Operators

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- In no event shall VEL be liable for, or in connection with, (i) the provision of, or failure to provide, all or any products or service by a Third Party Service Provider to any User; or (ii) any comments or feedback given by any of the Users in relation to the goods or services provided by any Third Party Service Providers; or (iii) any content posted, transmitted, exchanged or received by or on behalf of any User, Third Party Service Providers or other person on or through the CHANNEL or any Social Media Platform
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Force Majeure

Other Parties accept and acknowledge that VEL shall not be liable for any loss or damage caused to the User including loss of life as a result of delay or default or deficiency or failure in the Services as a result of any natural disasters, fire, riots, civil disturbances, actions or decrees of governmental bodies, communication line failures (which are not caused due to the fault of VEL or the Third Party Service Providers), or any other delay or default or deficiency or failure which arises from causes beyond **VEL's** reasonable control ("**Force Majeure Event**"). In the event of any Force Majeure Event arising, **VEL**, depending on whose performance has been impacted under the Terms of Use, shall immediately give notice to the Other Party(s) of the facts which constitute the Force Majeure Event.

Governing Law and Dispute Resolution

These Terms of Use and any contractual obligation between the Parties will be governed by the laws of India, without reference to the conflict of laws principles. Any legal action or proceeding related to Other Party(s) access to, or use of, the CHANNEL or these Terms of Use shall be subject to the exclusive jurisdiction of the **courts at Lucknow**. All disputes will be subject to arbitration at Lucknow in English by a sole arbitrator appointed by **VEL** under the ***Arbitration and Conciliation Act, 1996***.

Contact Information

If any Other Party(s) has any grievance, comment, question or suggestion regarding any of our Services, please contact our customer service at care@vayuu.health If any Other Party(s) has any questions concerning **VEL**, the Website, these Terms of Use, or anything related to any of the foregoing, VEL can be reached at the following email address - care@vayuu.health or via the contact information available from the following hyperlink: www.vayuu.health

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FOREGOING, COMPANY'S AGGREGATE LIABILITY TO YOU {WHETHER UNDER CONTRACT, TORT, STATUTTE OR OTHERWISE), SHALL NOT EXCEED THE AMOUNT OF FIVE HUNDRED RUPEES (Rs.500/-). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.