

Movement by Design

Colaba Centre

Movement By Design Integrated Physio LLP
B-5, Ionic, 1st floor,
Strand Road, Colaba, Mumbai 400005

TERMS OF SERVICE / PATIENT CONSENT FORM

Version: 1.0

With effect from 1-Aug-2026

1. Definitions

In this Terms of Service document, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

"Centre" or "We" or "Us"

means **Movement By Design Integrated Physio LLP**, a Limited Liability Partnership, with its principal place of business at B-5, Ionic, 1st floor, Strand Road, Colaba, Mumbai 400005 India operating healthcare and wellness facilities at the above address.

"Patient" or "You"

means any individual who accesses, uses, or avails any Service offered by the Centre, whether in person, through telemedicine, or through any digital platform operated by the Centre.

"Services"

means all healthcare, wellness, therapeutic, and ancillary services provided by the Centre, including but not limited to Physiotherapy Services, Telemedicine Consultations, and Massage Therapy Services, as more particularly described in Clause 2.

"Treating Practitioner"

means a registered physiotherapist, registered medical practitioner (RMP), licensed massage therapist, or other qualified healthcare professional engaged by or associated with the Centre to render Services to Patients.

"Telemedicine Consultation"

means a consultation conducted remotely through audio, video, or text-based communication platforms in accordance with the Telemedicine Practice Guidelines, 2020 issued by the Board of Governors in supersession of the Medical Council of India.

"Personal Data"

shall have the meaning assigned to it under the Digital Personal Data Protection Act, 2023, and includes any data about an individual who is identifiable by or in relation to such data.

"Health Data"

means Personal Data consisting of medical history, prescriptions, treatment records, diagnostic results, physiotherapy notes, and any other information pertaining to the physical or mental health of a Patient.

"Appointment"

means a confirmed, scheduled session for the provision of any Service, whether in-person or via telemedicine.

"Fee Schedule"

means the schedule of charges for Services as displayed at the Centre's premises and as updated from time to time.

2. Scope of Services

2.1 Services Offered

The Centre provides the following services, subject to technical feasibility, availability of qualified Treating Practitioners and the clinical appropriateness for each Patient:

- Physiotherapy and rehabilitation services
- Telemedicine consultations and remote healthcare
- Massage therapy services
- Doctor guided wellness programme with Medical consultation and diagnosis and functional nutrition
- Manual Therapy & Myofascial Release
- Strength & Conditioning (SnC)
- EQ (Emotional Wellness / Emotional Intelligence Training)
- Genetic Testing & Preventive / Predictive Health Assessment

The Centre may provide similar services and may continue to expand the scope or nature of services from time-to-time as per the decision of the management.

2.2 Access to Facility & Unsupervised Use

The Patient acknowledges and agrees that access to and use of the Centre's facilities, equipment, and treatment areas is strictly by prior appointment only and must be carried out under the supervision of the Patient's appointed Treating Practitioner. The Centre does not permit unsupervised or walk-in access to any part of its facilities outside of a confirmed Appointment.

Notwithstanding the above, should a Patient choose, at their own volition, to access or utilise any equipment, facility, or treatment area within the Centre's premises in the absence of, or beyond the scope authorised by, their appointed Treating Practitioner, the Patient shall do so entirely at their own risk, cost, and consequence.

In such circumstances, Movement By Design Integrated Physio LLP, its directors, partners, employees, staff, and Treating Practitioners shall not be held liable for any injury, harm, loss, damage, or adverse outcome whether physical, financial, or otherwise arising from such unsupervised use, howsoever caused.

The Patient further agrees to indemnify and hold harmless Movement By Design Integrated Physio LLP from any claim, demand, action, or proceeding brought by or on behalf of the Patient arising out of or in connection with any unsupervised use of the Centre's facilities.

2.3 Non-Medical Services

Certain services offered by the Centre, including massage therapy of a wellness or relaxation nature, may not constitute medical treatment and may be medical, para-medical, or purely wellness-oriented.

2.4 Geographical Scope

In-person services are available at the respective physical centers. Telemedicine services are available to patients located anywhere in India, subject to the provisions of Clause 6.

3. Patient Registration & Eligibility

3.1 Registration Requirement

All Patients must complete a patient registration form prior to receiving any Service. The registration form shall collect, at minimum:

- Full legal name, date of birth, gender, and contact information
- Emergency contact details
- Relevant medical history, current medications, and known allergies

3.2 Accuracy of Information

Patients are responsible for providing accurate, complete, and current information at the time of registration and must promptly update the Centre of any changes. The Centre shall not be liable for any adverse outcome arising from inaccurate or incomplete information furnished by the Patient.

3.3 Age Eligibility

Services may be availed by:

- Adults aged 18 years and above: on their own consent.
- Minors under the age of 18: only with the written consent of a parent or legal guardian, who shall co-sign this Terms of Service and the relevant informed consent forms. The parent or guardian shall be present during in-person sessions for minors below 18 Years but may not be permitted on the exercise floor.

3.4 Refusal of Services

The Centre reserves its right to refuse any services to any Patient for reasons including but not limited to:

- Patient is intoxicated before a session
- Patient consumes alcohol or any banned substance in the Centre
- Patient behaves inappropriately with any staff member or with another Patient in the Centre
- Patient is inappropriately attired for the nature of the Service being availed, including but not limited to wearing clothing that is unclean, restrictive of movement, or unsuitable for physical activity or therapeutic treatment, as maybe reasonably determined by the Centre's staff.
- Patient has unpaid dues or is a habitual defaulter
- Patient habitually cancels appointments at the last minute.
- Patient is suspected of having a contagious or infectious disease or does not maintain hygiene, which would affect the health and safety of the staff or any other Patient
- Patient tampers with, obstructs, or attempts to disable any CCTV camera, safety device or related equipment
- Patient has violated the terms of service or is a source of nuisance to the working of the Centre

4. Informed Consent & Medical Disclaimer

4.1 Informed Consent

Prior to receiving any Service, every Patient (or their guardian) must provide written informed consent. Informed consent implies that the Patient:

- Has understood the nature, purpose, benefits, risks, and alternatives of the proposed treatment;
- Understands that outcomes cannot be guaranteed;
- Has had the opportunity to ask questions and receive satisfactory answers;
- Voluntarily agrees to undergo the proposed treatment.

Separate informed consent forms shall be executed for physiotherapy programmes, telemedicine consultations, and massage therapy sessions. Consent is specific to each episode of care and may be withdrawn at any time.

4.2 Medical Disclaimer

The Services provided by the Centre are intended to complement, and not substitute, the advice of a Patient's primary physician or specialist. The Centre:

- Does not diagnose terminal, psychiatric, or serious systemic conditions beyond its clinical scope;
- Does not prescribe allopathic medicines (except where a registered medical practitioner is engaged as a Treating Practitioner in the telemedicine module or in-person);
- Is not a hospital or multi-speciality institution and does not maintain emergency care facilities.

Patients with serious, acute, or life-threatening conditions are advised to seek emergency medical attention at a registered hospital.

4.3 Health Screening

The Centre reserves the right to require Patients to undergo a health screening assessment prior to commencement of any Service. Patients who disclose contraindications may be declined Services or referred to a more appropriate healthcare provider.

5. Physiotherapy Services

5.1 Qualifications of Physiotherapists

All physiotherapy services shall be rendered by practitioners holding a Bachelor of Physiotherapy (BPT) or higher qualification from a recognised university, and registered with the relevant State Physiotherapy Council or the Indian Association of Physiotherapists, as applicable. The Centre shall ensure that all practitioners maintain current professional registration.

5.2 Assessment & Treatment Plans

Prior to commencement of physiotherapy, the Treating Practitioner shall conduct a clinical assessment and develop a personalised treatment plan. The treatment plan shall be discussed with and consented to by the Patient. The plan may be revised based on the Patient's clinical progress.

5.3 Use of Equipment & Modalities

The Centre may employ physiotherapy modalities including but not limited to:

- Manual Therapy
Including Myofascial Release (MFR), Joint mobilisation techniques, different approaches such as Mulligan Concepts
- Electrotherapy modalities
such as TENS, IFT, Muscle Stimulator, Ultrasound, Hot Packs, cryotherapy units etc.
- Stretching techniques and Exercise therapy
including kinesiо-taping, Dry Cupping, Instrument assisted Soft tissue Mobilisation (IASTM)

The Patient shall disclose any implanted devices (pacemakers, metal implants, etc.) that may be contraindicated for certain modalities. The Centre shall not be liable for adverse reactions arising from failure to disclose such conditions.

5.4 Home Exercise Programmes

The Centre may prescribe home exercise programmes as part of the treatment plan. Patients must follow instructions precisely and contact the Centre if they experience pain or discomfort during prescribed exercises.

6. Telemedicine Services

6.1 Regulatory Compliance

Telemedicine services are provided in accordance with the Telemedicine Practice Guidelines, 2020 (the "Guidelines") issued under the Indian Medical Council Act, 1956, and any subsequent amendments or circulars issued by the competent authorities. The Centre ensures that telemedicine consultations are conducted only by Registered Medical Practitioners (RMPs) as defined under the Guidelines.

6.2 Scope of Telemedicine

Telemedicine consultations offered by the Centre include:

- Follow-up consultations for existing patients with established in-person treatment history
- Exercise based treatments, including self soft tissue release based on availability of equipments with patients
- Physiotherapy review sessions and home programme guidance
- General wellness advisory consultations
- Prescription renewal for ongoing stable conditions (in accordance with the Guidelines)

Telemedicine is NOT appropriate for emergency situations, new symptoms suggesting serious illness, or conditions requiring physical examination. Patients in medical emergencies must call 112 / the local Emergency Number or proceed to the nearest hospital immediately.

6.3 Technology Platform

Telemedicine consultations are conducted via Google Meet, Zoom, WhatsApp etc.. Patients must ensure they have a stable internet connection, a compatible device (smartphone, tablet, or computer), and a private environment for the consultation. The Centre shall not be responsible for technical failures arising out of technology or connectivity issues. Telemedicine services rely highly on technology and therefore are offered on a best-effort basis.

6.4 Prescription via Telemedicine

In accordance with the Telemedicine Practice Guidelines:

- Prescriptions via telemedicine shall be issued only by a Registered Medical Practitioner;
- Prescriptions shall be in writing (digital format with the RMP's digital signature or code) and sent to the Patient via the platform or email;
- Narcotics, psychotropic substances, and Schedule X drugs shall NOT be prescribed via telemedicine;
- Over-the-counter (OTC) medicines and Schedule H/H1 drugs may be prescribed subject to the Guidelines' conditions.

6.5 Recording of Sessions

Sessions shall not be recorded by either party without the express written consent of the other party.

6.6 Out-of-Scope Conditions

If the Treating Practitioner determines that a telemedicine consultation is clinically insufficient for a Patient's condition, they may recommend or require in-person attendance. The Centre reserves the right to refuse to provide Services via telemedicine where it is not clinically appropriate.

7. Massage Therapy Services

7.1 Types of Massages Offered

The Centre may offer the following massage therapy modalities:

- Swedish/Relaxation Massage
- Deep Tissue Massage
- Sports Massage
- Prenatal / Pregnancy Massage - requires additional medical clearance

7.2 Practitioner Qualifications

Massage therapy shall be rendered by practitioners who have completed a recognised certification or diploma in massage therapy from government recognised or registered training institutes. Therapeutic massage delivered as an adjunct to physiotherapy shall be supervised by or conducted in coordination with the registered physiotherapist on the Patient's care team.

7.3 Contraindications & Disclosures

Patients must disclose relevant medical conditions before receiving massage therapy, including:

- Active infections, skin conditions, or open wounds
- Blood clotting disorders or anticoagulant medication use
- Pregnancy (stage and complications)
- Recent surgeries, fractures, or joint replacements
- Cancer or history of cancer
- Cardiovascular conditions

Massage therapy is contraindicated for certain conditions. The Centre reserves the right to decline massage services or modify the treatment in the best clinical interest of the Patient.

7.4 Draping & Privacy

The Centre maintains strict draping protocols to ensure Patient dignity and privacy at all times during massage therapy sessions. Patients may request to stop a session at any point. Any behaviour by a Treating Practitioner that the Patient considers inappropriate must be reported immediately to the Centre's grievance officer (see Clause 14).

7.5 Wellness vs. Medical Massage

Relaxation and wellness massage services are not medical treatments and do not constitute diagnosis, treatment, or cure of any disease or medical condition. Patients seeking massage purely for wellness purposes acknowledge that the Centre is providing a wellness service and not a regulated health service for such sessions.

8. Third-Party & External Service Providers

The Centre may, from time to time, facilitate or recommend access to services provided by external third parties, including but not limited to diagnostic laboratories, imaging centres, specialist physicians, surgeons, nutritionists, psychologists, pediatricians, speech language pathologists, occupational therapists, and other allied health professionals (collectively, "**External Providers**"). Such facilitation may take the form of written referrals, verbal recommendations, on-site visiting arrangements, or coordination of appointments.

The Centre expressly disclaims all responsibility and liability for the acts, omissions, advice, diagnosis, treatment, errors, negligence, or misconduct of any External Provider, whether or not that External Provider was recommended by the Centre, operates from the Centre's premises on a visiting basis, or is listed on the Centre's referral panel. A referral or recommendation by the Centre does not constitute an endorsement of the External Provider's qualifications, competence, or the quality of their services.

Where the Centre hosts visiting consultants or specialists on its premises on a sessional or regular basis ("Visiting Consultants"), the following applies:

- Visiting Consultants are independent practitioners and are not employees, agents, or partners of the Centre unless expressly stated otherwise in a separate written agreement;
- The Centre provides Visiting Consultants with access to space and facilities only, and does not supervise, direct, or control their clinical decisions, prescriptions, or advice;
- Any consultation, prescription, treatment plan, or advice given by a Visiting Consultant is the sole professional responsibility of that Visiting Consultant and is governed by their registration with the relevant statutory body;
- Fees charged by Visiting Consultants may be collected by the Centre as a convenience to the Patient, but the Centre acts only as a billing facilitation agent and not as a principal in the transaction;
- The Centre shall not be liable for any act, omission, clinical decision, or negligence of any Visiting Consultant.

To the fullest extent permitted by applicable Indian law, the Centre's liability in connection with any service, advice, or product provided by an External Provider including Visiting Consultants, Labs, specialist referrals, and any other third party is expressly excluded.

9. Appointments, Cancellations & No-Shows

9.1 Booking Appointments

Appointments may be booked in person, by telephone, by email or through the Centre's website/app as and when available. An Appointment is confirmed upon receipt of a confirmation communication from the Centre.

9.2 Cancellation by Patient

Patients who need to cancel or reschedule an appointment must notify the Centre at least 4 hours in advance if their appointment was scheduled after 12pm or by 8pm on the previous day if their appointment was scheduled pre-noon. Cancellation notices may be communicated via phone / WhatsApp / email / app as and when available.

Cancellations made less than 4 hours before the Appointment shall be subject to a cancellation fee of 50% of the session value, which may be deducted from the prepaid package value or maybe collected in future.

No cancellation fee shall be levied where cancellation is due to a medical emergency or force majeure, subject to appropriate documentation.

9.3 No-Shows

A Patient who does not attend a confirmed Appointment without prior cancellation (a "No-Show") shall be charged 100% of the session fee / INR amount. The Centre may, at its discretion, limit the number of future Appointments available to Patients with a history of repeated No-Shows.

9.4 Cancellation by the Centre

The Centre reserves the right to cancel or reschedule an Appointment due to practitioner unavailability, equipment failure, force majeure, or other operational exigencies. In such cases, the Centre will provide as much advance notice as possible and offer an alternative appointment or alternative practitioner for the same appointment time. No cancellation fee shall be payable by the Patient. The Centre will not be liable to compensate the Patient for such cancellation.

9.5 Punctuality and Full Session Guarantee

Patients are requested to arrive 10 minutes before their scheduled Appointment for registration and preparation. Late arrival may result in a reduced session duration, with the full session fee remaining applicable.

The Centre shall make all reasonable efforts to attend to Patients at their scheduled Appointment time. The Centre is committed to ensuring that each Patient receives the full duration of their designated session, irrespective of any delay in commencement.

The Patient acknowledges and accepts that delays in scheduled Appointment times may occur from time to time due to operational contingencies, clinical exigencies, the extended requirements of a preceding Patient's session, practitioner availability, equipment issues, force majeure events, or any other

reason beyond the Centre's reasonable control. Such delays are an inherent aspect of operating a healthcare and wellness facility and do not constitute a breach of these Terms of Service.

Where a delay in commencement is attributable to the Centre, the Centre shall make every effort to ensure that the Patient receives the full duration of their designated session within the same visit. Where this is not operationally feasible, the Centre will, at its discretion, offer to extend the session on that day, schedule a make-up session, or provide such other reasonable accommodation as the Centre deems appropriate in the circumstances.

Note: A Physiotherapy Consultation / Advisory Session will be limited to 20 minutes only. Any consultations exceeding 20 minutes will be considered as a normal Physiotherapy session and will be charged as such, even if no treatment was given to the Patient.

10. Fees, Payments & Refunds

10.1 Fee Schedule

The fees for all Services are set out in the Fee Schedule available at (the Centre or on the phone). Fees are inclusive of applicable Goods and Services Tax (GST) unless expressly stated otherwise. The Centre reserves the right to revise fees with 15 days notice.

10.2 Payment Methods

The Centre accepts the following payment methods:

- Cash (receipts will be provided)
- Credit and debit cards (Visa, Mastercard, RuPay)
- Net banking/NEFT/RTGS for institutional/corporate clients

10.3 Packages & Pre-Paid Sessions

The Centre may offer multi-session packages at a discounted rate as may be displayed on the Notice Board from time-to-time. Patients may request detailed terms and conditions at the reception.

10.4 Refund Policy

Refund requests shall be considered as follows:

- Sessions not yet availed within a package: refund of proportionate unused value, less an administrative fee of Rs. 1000 (One thousand), upon written request with valid reason within 7 days of purchase.
- Cancelled Appointments (by Centre): as above.
- Completed sessions: no refunds, except in cases of documented clinical negligence (subject to the dispute resolution process in Clause 16).
- Telemedicine consultations: refund of the consultation fee if the session could not be conducted due to technical failure attributable to the Centre.
- Refunds shall be processed to the original payment instrument within 7-10 business days

All refunds will be at the discretion of the Centre and will be decided on a case-to-case basis.

11. Patient Records & Data Privacy

11.1 Collection of Health Data

The Centre collects and processes Health Data for the purpose of:

- Providing and managing clinical Services
- Maintaining treatment records as required by law
- Billing processing
- Quality assurance and clinical audit
- Communication regarding Appointments and health reminders (with consent)
- Research and statistical analysis (only in anonymised, aggregated form)

11.2 Consent for Data Processing

By registering with the Centre, Patients provide informed consent for the collection, storage, and use of their Personal Data and Health Data for the purposes set out above. Consent for secondary uses (e.g. research, marketing communications) shall be sought separately and is voluntary. Patients also hereby consent to the use of security cameras or CCTV systems for the purpose of surveillance in waiting areas / reception and **gym/workout** areas except those places where there may be a reasonable expectation of privacy like therapy rooms, changing rooms, massage rooms and consultation cabins.

11.3 Data Storage & Security

Patient records are maintained (in electronic format on secure servers / in physical files in locked storage / both). The Centre implements the following security measures:

- Access controls - records accessible only to the Treating Practitioner/s and authorised administrative staff;
- Encryption of digital records;
- Regular data backups;
- Physical security for paper records.

11.4 Retention of Records

Patient records shall be retained for a minimum period of 7 years from the date of last treatment, or 3 years after the patient turns 18 for minor patients, in accordance with applicable law and good medical practice guidelines.

11.5 Patient Rights under DPDP Act, 2023

In accordance with the Digital Personal Data Protection Act, 2023, Patients (as Data Principals) have the following rights:

- Right to access: to obtain a summary of Personal Data held by the Centre;
- Right to correction: to correct inaccurate or incomplete Personal Data;
- Right to erasure: to request deletion of Personal Data, subject to legal retention obligations;
- Right to grievance redressal: to approach the Centre's Data Protection Officer or the Data Protection Board of India;
- Right to nominate: to nominate another individual to exercise these rights in the event of death or incapacity.

To exercise any of the above rights, Patients may contact the Centre's Data Protection Officer at:

Name: Dr. Yasir Zahid.
Designation: Center and Operations Head.
Address: Movement By Design Integrated Physio LLP,
B-5, Ionic, 1st floor, Strand Road, Colaba, Mumbai 400005
Email: yasir.movementbydesign@gmail.com
Phone: +91 9029539321

11.6 Sharing of Health Data

The Centre shall not share a Patient's Health Data with any third party without the Patient's explicit consent, except:

- Where required by law or court order;
- In a genuine medical emergency where disclosure is necessary to protect the Patient's life;
- With another treating practitioner(s) or specialist(s) for the purpose of coordinated care (with Patient consent);
- In anonymised, aggregated form for research or statistical purposes.

12. Confidentiality

The Centre and all its Treating Practitioners and staff are bound by strict professional and contractual obligations of confidentiality with respect to all information shared by or about a Patient in the course of clinical care. This obligation of confidentiality:

- Continues after the conclusion of the Patient-Centre relationship;
- Binds all staff, contractors, and volunteers of the Centre through employment or service agreements;
- Does not restrict mandatory disclosures required under the law (eg Epidemic Diseases Act, 1897 or court orders).

13. Intellectual Property

13.1 Centre's Intellectual Property

All content created by the Centre, including but not limited to exercise programmes, wellness guides, educational materials, website content, mobile application content, videos, and branding, is the intellectual property of Movement By Design Integrated Physio LLP and is protected under the Copyright Act, 1957 and Trade Marks Act, 1999. Patients may use such content solely for their personal treatment and wellness purposes and may not reproduce, distribute, or commercialise such content without prior written permission.

13.2 Patient-Generated Content

Where a Patient voluntarily shares feedback, testimonials, or media (photographs or videos) with the Centre for promotional use, the Patient grants the Centre a non-exclusive, royalty-free, perpetual licence to use such content for marketing and promotional purposes.

14. Limitation of Liability & Indemnification

14.1 No Guarantee of Outcomes

Healthcare and wellness outcomes are inherently uncertain. The Centre does not guarantee any specific outcome, cure, or improvement as a result of the Services. Treatment efficacy depends on multiple factors including the Patient's individual health status, adherence to the treatment plan, and lifestyle factors outside the Centre's control.

15. Grievance Redressal / DPO

15.1 Internal Grievance Officer

In accordance with the Consumer Protection Act, 2019 and the IT (Intermediary Guidelines) Rules, 2021, the Centre has designated a Grievance Officer to receive and address Patient complaints:

Name:	Dr. Yasir Zahid.
Designation:	Center and Operations Head.
Address:	Movement By Design Integrated Physio LLP B-5, Ionic, 1st floor, Strand Road, Colaba, Mumbai 400005
Email:	yasir.movementbydesign@gmail.com
Phone:	+91 90295 39321

Availability: Monday to Friday, 10:00 AM to 5:00 PM IST

15.2 Complaint Process

Patients may lodge a complaint by submitting a written complaint by email, letter, or in person to the Grievance Officer or by Completing the Feedback & Complaint Form available at the Centre reception.

16. Governing Law & Dispute Resolution

16.1 Governing Law

These Terms of Service shall be governed by and construed in accordance with the laws of the Republic of India.

16.2 Jurisdiction

Subject to the provisions of Clause 16.3 below, the courts at Mumbai shall have exclusive jurisdiction to adjudicate any dispute arising out of or in connection with these Terms.

16.3 Dispute Resolution - Mediation & Arbitration

In the event of any dispute, controversy, or claim arising out of or relating to these Terms of Service or the Services provided, the parties shall:

- First attempt to resolve the dispute through good-faith negotiation within 30 days of the dispute arising.
- If unresolved, refer the dispute to mediation before a mutually acceptable mediator within 15 days thereafter.
- If mediation fails, the dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The seat of arbitration shall be Mumbai. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement. The language of arbitration shall be English.

Nothing in this Clause shall preclude either party from seeking urgent interim relief from a court of competent jurisdiction.

17. Miscellaneous / Amendments etc.

17.1 Amendments

The Centre reserves the right to amend these Terms of Service at any time. Material amendments shall be communicated to registered Patients by email

or SMS or notice at the Centre at least 14 days prior to the effective date of the amendment. Continued use of Services after the effective date constitutes acceptance of the revised Terms.

17.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a competent authority, such provision shall be deemed modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

17.3 Waiver

Failure by the Centre to enforce any provision of these Terms shall not constitute a waiver of its right to enforce that provision in the future.

17.4 Force Majeure

Neither party shall be liable for delay or failure in performance resulting from causes beyond their reasonable control, including acts of God, natural disasters, pandemics, government orders, or interruptions to utilities or communications infrastructure.

17.5 Deployment of CCTV

The Centre operates a closed-circuit television (CCTV) surveillance system across its premises for the purposes of security, safety monitoring, prevention of theft, and protection of staff and patients. CCTV cameras are installed in the following areas: reception, waiting areas and common corridors; the exercise floor, cardio equipment area and rehabilitation gym and entrance and exit points. CCTV cameras are not installed in therapy/treatment rooms, changing rooms, restrooms, or any area where a reasonable expectation of privacy exists.

17.6 Legal Basis & Consent

CCTV surveillance is conducted under the Centre's legitimate interest in safeguarding its premises, staff, patients, and equipment, and is proportionate to that interest. By entering the Centre's premises, all patients, visitors, and accompanying persons are deemed to have consented to being recorded by

the CCTV system in monitored areas. This constitutes processing of Personal Data under the Digital Personal Data Protection Act, 2023, and is carried out in accordance with the Centre's Privacy Policy.

17.7 Retention & Access to Footage

CCTV footage shall be retained for 21 days from the date of recording, after which it will be automatically overwritten unless required to be preserved in connection with an incident, complaint, investigation, or legal proceeding.

Access to footage is restricted to authorised senior management and, where required by law, to law enforcement or judicial authorities. A patient who believes an incident has been captured on CCTV and wishes to request access to or preservation of relevant footage must submit a written request to the Centre's Grievance Officer within 7 days of the incident.

17.8 Foreign & International Patients

The Centre welcomes foreign nationals and non-resident Indians (NRIs) visiting India for healthcare and wellness services ("International Patients"). All International Patients must, prior to or at the time of registration, provide: a valid passport or government-issued photo identification; a valid visa permitting stay in India; a local emergency contact for the duration of their stay; and all relevant prior medical records and imaging reports, translated into English if in another language.

17.9 Standalone Cardio Package

The Centre offers a standalone Dedicated Unsupervised Cardio Access ("Cardio Package") which grants eligible patients limited, unsupervised access to designated cardio equipment only, subject to the conditions in this Clause. The Cardio Package is a distinct, standalone service and does not form part of any physiotherapy, massage, or telemedicine package unless expressly bundled in writing. Enrolment in the Cardio Package is subject to the Centre's prior assessment and approval.

During a Cardio Package session, the patient may not use any other equipment, including but not limited to: resistance machines, free weights, cable machines, physiotherapy treatment tables, electrotherapy devices, or

any other apparatus on the premises. The Centre's staff are expressly authorised to physically redirect a Cardio Package holder who is found using or attempting to use non-permitted equipment, and to terminate that session immediately without refund.

By enrolling in the Cardio Package, the patient expressly acknowledges and agrees that:

- They are exercising without supervision and do so entirely at their own risk;
- The Centre, its directors, staff, and Treating Practitioners shall not be liable for any injury, illness, adverse event, or death arising from the patient's use of cardio equipment during an unsupervised Cardio Package session;
- They have accurately disclosed their health status and are medically fit for independent cardiovascular exercise at the time of each session;
- They will stop exercising immediately and seek assistance if they experience chest pain, breathlessness, dizziness, palpitations, or any other adverse symptoms, and will not resume exercising without medical clearance;
- They fully and irrevocably indemnify and hold harmless the Centre (Movement By Design Integrated Physio LLP), its owners, directors, employees, and agents from and against any and all claims, liabilities, losses, damages, costs, and expenses (including legal fees) arising from injury or harm sustained during an unsupervised Cardio Package session.

Emergency Procedures

All patients using cardio equipment, whether under the Cardio Package or Extended Cardio Access, must familiarise themselves with the location of the emergency stop cord or button on each machine, the location of the first aid kit, and the emergency contact number displayed at the Centre. The Centre's AED (automated external defibrillator) is located near the Reception. In the event of any medical emergency, patients must alert Centre staff immediately by phone on 7506887637 or at the Reception.

17.10 Entire Agreement

These Terms of Service, together with the Patient Registration Form, the relevant Informed Consent Form(s), and the Fee Schedule, constitute the entire agreement between the Centre and the Patient with respect to the subject matter hereof and supersede all prior understandings, whether oral or written.

18. Patient Acknowledgement & Consent

By signing below, I acknowledge that I have:

- Read and understood these Terms of Service in their entirety
- Had the opportunity to seek clarification on any provisions that I did not understand
- Been informed of and consent to the Services to be rendered, including the risks, benefits, and alternatives
- Provided accurate and complete health and personal information in the Registration Form
- Understood the Centre's data privacy practices and my rights under the DPDP Act, 2023
- Agreed to be bound by these Terms of Service.

I agree,

Patient Signature

Patient Name: _____

Date: _____

Place: Mumbai