

## GENERAL TERMS & CONDITIONS FOR MEDICAL & WELLNESS TOURISM SERVICES

### 1. INTRODUCTION

**Revitalizantesfera, Lda.**, hereinafter referred as **CuraVista Global™**, provides Medical & Wellness Tourism services and provides intermediary services so that people who want to receive health care and wellness services can receive these services under the best conditions.

These General Terms & Conditions for Medical & Wellness Services (**GT&C-MWS**) regulate the conditions of the relationship between the client who will receive Medical and Wellness Services intermediated by **CuraVista Global™**, and the responsibilities of the parties. Every person who demands to receive Medical or Wellness Services, intermediated by **CuraVista Global™** must accept these **GT&C-MWS**.

By accepting the **GT&C-MWS**, the Client legally accepts its application for any medical or wellness tourism service contracted from **CuraVista Global™** at all stages of the service. Clients who do not accept these conditions in its entirety will not be able to receive any type of services from **CuraVista Global™**. The General Terms & Conditions for Medical & Wellness Services are as follows.

### 2. FRAMEWORK

- 2.1. These General Terms & Conditions for Medical & Wellness Services (**GT&C-MWS**) establish the overarching legal framework governing all transactions between **REVITALIZANTESFERA, LDA.** ("CuraVista Global™") and its clients ("Client"), whether for goods, services, or digital content.
- 2.2. The **GT&C-MWS** may be supplemented by service-specific addenda ("Service Addenda") that detail unique requirements agreed between **CuraVista Global™** and the Client. In the event of conflict or lack of definition, the Service Addenda shall prevail for the relevant service.
- 2.3. Each "Order" or "Booking" referring to Medical & Wellness Tourism is governed by these **GT&C-MWS** and any applicable Service Addenda, forming a binding contract upon acceptance by both parties.

### 3. DEFINITIONS

- 3.1. **Contract:** The contract for intermediate and provides services for its customers.
- 3.2. **Company:** all our services are offered under the brand name **CuraVista Global™**, owned and operated in Portugal by **REVITALIZANTESFERA, LDA.**, a Portuguese Limited Liability Company, duly incorporated and registered with the Portuguese Commercial Registry under the Commercial Number: 000000000 and Office Address: Tr. 1º de Dezembro 23-1º, 4445-303 Ermesinde, Portugal, and in India by our partner company **BLOOMING VENUS PRIVATE LIMITED**, duly incorporated in the State of Kerala, India.
- 3.3. **Client:** It refers to any individual or party requesting and purchasing Medical & Wellness Tourism Services from **CuraVista Global™**.
- 3.4. **Companion:** Person(s) accompanying the Client.
- 3.5. **Order or Booking:** means any confirmed request for Medical or Wellness Tourism services, including but not limited to flight tickets, hotel reservations, wellness packages, medication, treatments or surgeries.
- 3.6. **Services:** All activities performed by **CuraVista Global™** in connection with the facilitation of medical or wellness tourism, including but not limited to advisory, hospital/wellness centre matching, appointment scheduling, insurance support, visa facilitation, travel and accommodation arrangements, digital platform access, and aftercare coordination.
- 3.7. **Service Addenda:** detail unique requirements agreed between **CuraVista Global™** and the Client.
- 3.8. **Package:** A bundled offering of medical or wellness treatment(s), travel, accommodation, and ancillary services as described in the Client's booking confirmation.
- 3.9. **Digital Platform:** **CuraVista Global's™** online systems, including its website, CRM, booking engine and other digital tools.
- 3.10. **Data Protection Laws:** All applicable data protection and privacy laws, including the EU General Data Protection Regulation (GDPR), Portuguese Law no. 58/2019, and India's Digital Personal Data Protection Act (DPDP), 2023.
- 3.11. **Healthcare Service Provider:** It refers to the relevant hospital, clinic, practice, or physician who agrees to provide healthcare services to the Client.
- 3.12. **Wellness Service Provider:** It refers to the relevant wellness service practice, or certified wellness specialist who agrees to provide healthcare services.
- 3.13. **Health Tourism Service:** It refers to healthcare or wellness service planning together with other services such as transportation, accommodation, transfer etc.
- 3.14. **Indian Service Providers:** Hospitals, clinics, wellness centres, resorts, and other healthcare or wellness entities in India, including their staff and subcontractors, with whom CuraVista Global has entered into partnership, referral, or service agreements.
- 3.15. **Force Majeure:** means any event beyond the reasonable control of a party, including but not limited to natural disasters, pandemics, war, or government action.
- 3.16. **Intellectual Property:** includes all patents, trademarks, copyrights, trade secrets, and related rights of **CuraVista Global™**.
- 3.17. **Confidential Information:** means all non-public information disclosed in connection with the services and contract.

### CuraVista Global™

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#### 4. ROLES AND RESPONSIBILITIES

##### 4.1. CuraVista Global™ (Portuguese Intermediary)

###### 4.1.1. Advisory and Coordination

**CuraVista Global™** shall:

- 4.1.1.1. Provide Clients with information on available medical and wellness options in India.
- 4.1.1.2. Facilitate pre-trip consultations and treatment planning with Indian Service Providers.
- 4.1.1.3. Coordinate bookings and logistics as per the agreed Package.
- 4.1.1.4. Ensure that all Indian Service Providers are appropriately accredited (e.g., NABH, JCI, AYUSH) and meet **CuraVista Global's™** quality standards.
- 4.1.1.5. Provide multilingual support and cultural mediation.
- 4.1.1.6. Maintain a digital platform for secure communication and document exchange.
- 4.1.1.7. Ensure compliance with applicable EU and Portuguese consumer protection and data protection laws.

###### 4.1.2. Transparency and Information

**CuraVista Global™** shall:

- 4.1.2.1. Disclose all relevant information regarding the Package, including pricing, inclusions, exclusions, and risks.
- 4.1.2.2. Provide clear terms regarding payment, cancellation, and refund policies.
- 4.1.2.3. Inform Clients of their rights and obligations under these GTCs.

###### 4.1.3. Data protection

**CuraVista Global™** shall:

- 4.1.3.1. Process Client personal data in accordance with GDPR (EU's General Data Protection Regulation) and other applicable data protection laws.
- 4.1.3.2. Implement appropriate technical and organizational measures to safeguard personal data.
- 4.1.3.3. Ensure that any cross-border data transfers to India comply with GDPR and Indian DPPR requirements.

###### 4.1.4. Limitation of Role

**CuraVista Global™** does not:

- 4.1.4.1. Provide medical or wellness treatments.
- 4.1.4.2. Assume liability for the acts or omissions of Indian Service Providers or third-party providers, except as expressly provided by law.
- 4.1.4.3. Guarantee the outcome or success of any treatment.

##### 4.2. Indian Service Providers

###### 4.2.1. Service Delivery

Indian Service Providers are solely responsible for:

- 4.2.1.1. The provision of all medical or wellness treatments and related services.
- 4.2.1.2. Compliance with all applicable Indian laws, regulations, and accreditation standards (e.g., NABH, JCI, AYUSH).
- 4.2.1.3. Obtaining informed consent from Clients prior to any treatment.
- 4.2.1.4. Ensuring the safety, quality, and appropriateness of all clinical and wellness services.
- 4.2.1.5. Maintaining confidentiality and privacy of Client medical records in accordance with Indian law.

###### 4.2.2. Communication and Documentation

Indian Service Providers Shall:

- 4.2.2.1. Provide CuraVista Global and the Client with clear, accurate information regarding treatments, risks, costs, and alternatives.
- 4.2.2.2. Issue system-generated medical invitation letters as required for visa applications.
- 4.2.2.3. Facilitate access to medical records and aftercare instructions as appropriate.

#### 4.2.3. Liability

Indian Service Providers are directly liable for any acts, omissions, or negligence in the provision of medical or wellness services, subject to Indian law.

### 5. SCOPE OF SERVICES.

#### 5.1. Intermediation and Facilitation

**CuraVista Global™** acts solely as an intermediary and facilitator between the Client and Indian Service Providers. **CuraVista Global™** does not itself provide medical or wellness treatments, nor does it operate as a healthcare provider in Portugal or India.

#### 5.2. Treatment Packages

The Services provided by **CuraVista Global™** may include, as agreed with the Client:

- 5.2.1. Pre-trip consultations and treatment planning with Indian Service Providers.
- 5.2.2. Recommendation and reservation of hospitals, clinics, or wellness centers
- 5.2.3. All treatment packages offered by **CuraVista Global™** is for 1 (one) individual adult.
- 5.2.4. The packages cannot be exchanged, substituted or combined with any other promotion or offer
- 5.2.5. Prices mentioned on the website, if any, can change without notice.
- 5.2.6. The package cannot be altered.
- 5.2.7. After the initial pre-treatment consultations and evaluation of medical records by the chosen treatment facility and the health professionals, **CuraVista Global™** will quote you the cost of the procedure, which will be only valid for 60 days after the day the quote was submitted to the Client. The quotation will include the detailed costs for Travel Arrangements, Accommodation, chosen Recreational Programs, if any, Companions, if any, travel insurance, medical insurance and other aspects of the Client's stay.
- 5.2.8. However, if a deposit of 20%, or more, is received the quote will be locked for 6 months. The quotation will include only the services detailed in it.
- 5.2.9. Before the procedure you are required to pay for full procedure/treatment, Travel Arrangements, Accommodation and Recreational Programs and other aspects of the Client's stay, to **CuraVista Global™**.
- 5.2.10. If any non-predicted costs appear after the face-to-face consultations and subsequent pre-treatment medical examination or diagnostic report once you are in Kerala, India, they will be properly detailed in order to obtain your authorization and consent.
- 5.2.11. The scope, deliverables, timelines, and performance standards shall be detailed in writing prior to commencement
- 5.2.12. **CuraVista Global™** reserves the right to modify the scope of services to comply with applicable laws or regulations, upon reasonable notice to the Client.
- 5.2.13. Excluded services or limitations shall be specified in the Order, Contract or Service Addenda

#### 5.3. Treatment Plans

- 5.3.1. Treatment plans offered by **CuraVista Global™** through email exchanges, phone calls, or video calls are based entirely on information (i.e. pictures, test results, prescriptions, x-rays, etc.) provided by the Client and reviewed by the Health Service Provider.
- 5.3.2. Therefore, when the Service Provider personally examines the Client prior to treatment, the Client's treatment plan may change or the Service Provider may refuse to administer treatment. If such a change occurs, the Client has the option to discontinue the recommended treatment. In such cases, the Client will be reimbursed after deductions have been made for tests, consultations and other expenses.

#### 5.4. Tests

- 5.4.1. The Client shall provide any tests such as blood, urine, x-rays, CT scans, MRI, colonoscopy, endoscopy, sample collection, and/or any related tests, if available, depending on the treatment procedure which doctor/surgeon has requested prior to traveling to Kerala, India to receive the treatment.
- 5.4.2. If for any reason this information is not provided and the Client decides to give these tests prior to procedure in Kerala, India and for any reason the tests are abnormal and unsatisfactory which leads to more tests or cancelation of treatment, the charges and costs of such tests must be paid in full and the treatment packages do not cover such charges.

#### 5.5. Medical condition/history

- 5.5.1. Clients are responsible for general information of **CuraVista Global™** with any prior treatments received.
- 5.5.2. The details and documentation of such treatments will only be provided to the health professionals and is subject to patient-Doctor privilege.

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5.5.3. The onus is on the Clients to provide necessary documents and medical reports related to such treatments to the health professionals. If the Client has not provided such information and the treatment being received is affected by such misrepresentations, resulting in cancelation of treatment or more related tests, the cancelation and tests charges are of the Client's responsibility and must be paid in full prior to departure from India.

#### 5.6. Personal information

- 5.6.1. The Client agrees that all given information is true.
- 5.6.2. Convey to **CuraVista Global™** all relevant information, important for the treatment, are such as medical reports, medical history and personal information.
- 5.6.3. If the Client misrepresents himself/herself to **CuraVista Global™** and/or the health professionals, **CuraVista Global™** is not responsible and the Client is liable for all legal fees.

#### 5.7. Visa

- 5.7.1. Based on the Client's requests, **CuraVista Global™** will be assigned, on behalf of the Client, to apply for visa to travel to India.
- 5.7.2. The administration fee varies depending on the country of citizenship of the Client at time of request.
- 5.7.3. If a deposit is made for VISA application and the visa is rejected by the Indian Ministry of Foreign Affairs (MFA) for any reason the application fee paid by the Client is non-refundable.
- 5.7.4. The onus is on the Client to provide **CuraVista Global™** with correct and true personal information. If the Client misrepresents himself/herself which results to visa rejection, **CuraVista Global™** cannot be held liable for such misrepresentation and the administration fee will not be refunded.
- 5.7.5. All collected information from the Client and companion, if any, is strictly used for visa procedure and is only given to authorized third parties involved in the visa attribution.
- 5.7.6. The visa will only be granted when the Client makes the visa administration fee payment through any payment option provided by **CuraVista Global™** and all information is collected and completed.
- 5.7.7. If for any reason, such as death or accidents, war, sudden medical conditions, trip cancelation or any personal reason that the Client withdraws from visa application after the application reference number is issued the visa administration fee is not refunded.
- 5.7.8. The visa procedure time is not guaranteed by **CuraVista Global™** and can vary as per MFA procedures.
- 5.7.9. The e-visa is provided electronically to the Client and companion, if any, and based on the Client's request and citizenship the visa can be issued in the country of residence and a fee of visa issuance must be paid according to Embassy of India in the country the Client resides that has been selected at time of application.

#### 5.8. Tickets

- 5.8.1. CuraVista will not reserve and book any treatment, airplane tickets and accommodation until the e-visa is issued and a copy, sent by the Client, is received by **CuraVista Global™**.

#### 5.9. Reception

- 5.9.1. Every guest and her/his companion will be received by our personnel at any international airport in the state of Kerala, India, right after luggage pick up.

#### 5.10. Transfer

- 5.10.1. Our transfer from/to airport will be provided by us or through our sister company **BLOOMING VENUS PRIVATE LIMITED** in the state of Kerala, India. The transfer between hotel/ clinic/hospital and other city transfers may be with any car and can differ from the vehicle used for the transfer from and to the airport.
- 5.10.2. **CuraVista Global™** does not provide transfer services to the Client and individuals signed with **CuraVista Global™** outside India.
- 5.10.3. Any person that has not been registered for transfer and accommodation must pay the fee and any charges deriving from such changes.
- 5.10.4. If The Client has more than 2 luggage's or bags or carry-ons, the extra fee of transferring the belongings will be with the Client and individuals accompanied by the Client.

#### 5.11. SIM Card

- 5.11.1. **CuraVista Global™** provides SIM-Card from an Indian Mobile Operator for the duration of the stay
- 5.11.2. The SIM-Card provided to the Client by **CuraVista Global™** and the data and minutes loaded on the SIM-Card, is limited to the duration of the stay.

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- 5.11.3. Necessary recharges of the SIM-Card, is of the responsibility and cost of the Client and/or their companions, if any.
- 5.11.4. The minutes, text messages and data are under the laws and regulations of India and any misuse of the SIM-Card is of the responsibility of the Client and **CuraVista Global™** will not be held liable.
- 5.11.5. If the Client has traveled and used his/her cellphone device in India on a prior trip, it may need to be registered, and certain governmental fees may be applicable, being these charges are the Client's responsibilities.

**5.12. Accommodation**

- 5.12.1. The accommodation selected by the Client or offered in treatment packages by **CuraVista Global™** is subject to change based on the following factors:
  - 5.12.1.1. The hotel/accommodation cannot be changed or cancelled prior to the Client's arrival. If the Client cancels the trip or changes the hotel/accommodation for any reason, the Client is responsible for paying one night or a cancellation fee.
- 5.12.2. The check-in time is after 14:00 hours (local time) and check out time is until 12:00 hours, noon (local time).
- 5.12.3. If for any reason the check-in/out is not within the given time, hotel/accommodation charges are applied, and the Client is responsible for these charges.
- 5.12.4. If the Client causes damage or uses any services which carry a fee, the Client is responsible to pay for these damages and fees to the hotel/accommodation before vacating.

**5.13. Interpreter**

- 5.13.1. We assign, on request, an interpreter to our Client based on the language they speak. However, English, Portuguese, French or German speaking citizen's interpreter is assigned by the Ministry of Foreign affairs and there is a daily charge of \$100usd that the Client is responsible to pay – these charges will be included in the package price, or, if requested during treatment, paid directly by the Client.
- 5.13.2. If the scheduled trip has to be changed following the Client's demands, the Client has to pay a penalty for the change of date.
- 5.13.3. The interpreter assigned by MFA cannot be changed or cancelled for any reason by the Client or **CuraVista Global™**.
- 5.13.4. The interpreter only accompanies the Client for services assigned by **CuraVista Global™**, or else the Client must pay a fee for the excessive performance of the interpreter, in addition to additional administration cost. The Client will be informed on the hourly or daily rate of the interpreter.
- 5.13.5. The Interpreter cannot accompany the Client for more than a full 24 hours due to employment laws and regulations of India. The interpreter assigned by **CuraVista Global™** may be changed by the government agency for any reason and at any time without notice.

**5.14. Liaison**

- 5.14.1. We assign to our Client and her/his companion, if any, a local **CuraVista Global™** contact, which can be contacted at any time in case any issue arises. In case of any problem, he will come to you in a reasonable time and handle it.
- 5.14.2. The liaison is intended as an active support to the Clients and companions, if any, but he is not a servant or for full time presence, he is not to be used for food deliveries, errands, porter tasks, etc. **CuraVista Global™** will not accept any type of disrespectful treatment of their liaisons.

**5.15. Doctor consultation/visit**

- 5.15.1. Based on the treatment a Client selects, **CuraVista Global™** offers up to three consultations prior to physical visit in India. Any additional pre-consultations that the Client requests will carry a charge of 20 €.
- 5.15.2. After the Client arrives in Kerala, India, there will be a physical visit with the assigned doctor/surgeon/clinic
- 5.15.3. If specific tests are deemed necessary, they will be scheduled during the first physical visit.
- 5.15.4. If the tests were acceptable, the Client will receive the final schedule for treatment and informed on all steps involved
- 5.15.5. Further, based on the treatment being received the Client will have post treatment doctor/surgeon/clinic visits.
- 5.15.6. **CuraVista Global™** will provide these details when advising the Client at the time of treatment inquiry.

**5.16. Treatment Material/Device**

- 5.16.1. Each treatment may require certain materials to be used, such as cosmetic, orthopedic and dental implants, e.g. Botox, fillers, or any other type of material or device to be injected or inserted into the Client's body.
- 5.16.2. These materials will usually be discussed and pre-selected at the time of treatment inquiry, prior to the treatment. The final selection will happen after the first physical examination in Kerala, India, and after any tests deemed necessary.
- 5.16.3. If the Client decides to make any changes to these materials and/or devices the fee for such changes is of the Client's responsibility.

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**5.17. Nurse/caregiver**

- 5.17.1. If the Client requires a certified nurse during recovery, the charges vary depending on the hours, days and services the certified nurse provides.
- 5.17.2. A caregiver has limited abilities and is only to accompany the Client during recovery and charges are per hour or day.
- 5.17.3. Clients can inquire for a nurse or caregiver to accompany them for a fee at the hotel/accommodation/clinic/hospital, whereas the personal circumstances, such as gender and hotel/accommodation/clinic/hospital, regulations will be considered.

**5.18. Meals/Food**

- 5.18.1. As with any treatment and hospital around the world, meals and foods are based on the Client's appetite and medical conditions before or after the treatment procedure and will be determined by the companying physician.
- 5.18.2. If the Client has any requirements or allergies to certain foods or has different dietary demands, such as vegan or vegetarian, he or she must inform in writing the respective physician and **CuraVista Global™** at time of trip arrangements and any charges for such requirements is of the responsibility of the Client.
- 5.18.3. **CuraVista Global™** is not responsible for Client's meals or food during stay in Kerala, India, unless was previously stated and agreed by **CuraVista Global™** and the Client.

**5.19. Change of Treatment Plan**

- 5.19.1. The Client cannot change or withdraw from the established treatment plan without informing **CuraVista Global™** in writing.
- 5.19.2. If the Client leaves or withdraws during the treatment **CuraVista Global™** carries no responsibility for the Client's safety and health concern, and the deposit or amount that has been paid prior to leave or withdraw will not be refunded.

**5.20. Currency Exchange**

- 5.20.1. Our charges are always in Euros and the payment occurs via bank transfer, MBWay, MultiBanco, Visa, MasterCard. We do not offer currency exchange services.

**5.21. Recovery rooms**

- 5.21.1. Recovery rooms are offered to all the Clients upon request. After the Client is released to recovery area, depending on the treatment the Client has received, there are few options the Client may consider:
  - 5.21.1.1. Client can be transferred to hotel with doctor or surgeons permission.
  - 5.21.1.2. Client can request to stay additional day(s) in recovery area and pay the resulting fees to **CuraVista Global™**.
  - 5.21.1.3. Client can request to stay additional day(s) in a private recovery room and pay the resulting fees to **CuraVista Global™**.

**5.22. Allergies**

- 5.22.1. **CuraVista Global™** is not responsible for any allergies the Client may overcome by taking certain medication doctor or specialist prescribed or any weather or food allergies upon arrival, and or during stay in Kerala, India.

**5.23. Insurance**

- 5.23.1. For all our Clients and their companions, if any, traveling with **CuraVista Global™** complimentary travel insurance will be issued.
- 5.23.2. For all our Clients receiving treatments, complimentary medical insurance will be issued
- 5.23.3. To read and view the content of our insurance policy, please visit our Insurance and Guarantee Policy page.

**6. EXCLUSIONS OF SERVICES**

- 6.1. Direct medical diagnosis, treatment, or clinical advice;
- 6.2. Emergency medical services;
- 6.3. Legal, tax, or immigration advice beyond general information;
- 6.4. Guarantees regarding the outcome of any medical or wellness treatment.

**7. TELEMEDICINE, FOLLOW-UP CARE, AND AFTERCARE RESPONSIBILITIES**

**7.1. Telemedicine Services**

7.1.1. Access

**CuraVista Global™** may facilitate telemedicine consultations with Indian Service Providers before and after travel, subject to applicable laws and platform availability.

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#### 7.1.2. Data Protection

All telemedicine services are subject to GDPR and Indian DPPD compliance regarding data security and confidentiality.

### 7.2. Follow-Up and Aftercare

#### 7.2.1. Coordination

**CuraVista Global™** coordinates aftercare and follow-up services as part of the Package, including telemedicine, rehabilitation, and liaison with home-country physicians.

#### 7.2.2. Limitations

**CuraVista Global™** is not responsible for the provision of clinical aftercare services in Portugal or elsewhere, except as expressly agreed.

## 8. RECORD-KEEPING, AUDIT RIGHTS, AND COMPLIANCE MONITORING

### 8.1. Record-Keeping

#### 8.1.1. Documentation

CuraVista Global maintains accurate records of all bookings, transactions, and communications with Clients and partners, in accordance with legal and regulatory requirements.

### 8.2. Audit Rights

#### 8.2.1. Internal Audits

CuraVista Global conducts regular internal audits of its operations, digital platforms, and partner agreements to ensure compliance with these GTCs and applicable laws.

#### 8.2.2. External Audits

CuraVista Global cooperates with regulatory authorities in Portugal, the EU, and India in the event of official audits or investigations.

### 8.3. Compliance Monitoring

#### 8.3.1. Continuous Monitoring

CuraVista Global monitors changes in relevant laws, regulations, and industry standards, and updates its policies and procedures accordingly.

## 9. THIRD-PARTY PROVIDERS

Certain components of the Package (e.g., flights, accommodation, insurance, local tours) may be provided by independent third-party providers.

**CuraVista Global's™** responsibility is limited to the facilitation and coordination of such services.

## 10. QUOTATIONS

**10.1.** The amount fixed by **CuraVista Global™** on the first stage is an estimate. The customer will be informed in the final cost after the online face-to-face pre-consultation(s) with the physician.

**10.2.** The original estimate may be modified after the personal evaluation carried out by the health professional in Kerala, India

**10.3.** The quotation for a standard medical trip includes:

11.3.1. Surgeon Pre-consultation(s) – up to three,

11.3.2. Surgeon consultation(s) up on arrival at the health care facility in Kerala, India

11.3.3. The services of the Surgeon for carrying out the selected Surgery Procedure or Treatment,

11.3.4. The services of a specialist anesthesiologist (if required),

11.3.5. Postoperative accommodation at the private hospital for the required procedure for a specified period of time,

11.3.6. Operation theatre charges to carry out the required procedure,

11.3.7. General medication required following post-operation/treatment,

11.3.8. Predetermined post-operative/treatment care, while in Kerala, India

11.3.9. Transfers for post-operative/treatment care at the health facility, while in Kerala, India.

11.3.10. Post-operative/treatment consultation prior to your departure,

11.3.11. Airport Transfers,

11.3.12. Travel insurance and medical insurance,

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- 11.3.13. Tours or outings if mentioned in the quotation and previously contracted Meals (unless specified in the Pre-Consultation Price Estimate and the Final Price Amount as being included in the price),
- 11.3.14. Air tickets,

**10.4. The quotation does not include:**

- 11.4.1. Additional expenses not mentioned in the Pre-Consultation Price Estimate and the Final Price Amount,
- 11.4.2. Road tolls, laundry, beverages, airport or departure taxes, gratuities or tips.
- 11.4.3. Additional costs incurred due to weather or failure of transport services or other circumstances beyond the control of CuraVista Global™.
- 11.4.4. Taxes levied by the government of India
- 11.4.5. Any additional medical expense that may be incurred following any surgery as a result of unforeseen complications,

**10.5.** Any unforeseen complications arising due to pre-existing conditions including but not limited to Diabetes, Hypertension, etc. will be of the Client's responsibility.

**10.6.** CuraVista Global™ will not be held responsible if any complications arise because of any medical condition which was earlier known or unknown to the Client or any complication that may arise during the procedure.

**10.7.** The surgeon(s) and CuraVista Global™ are under no obligation to perform the procedure if the Client is suffering from any pre-existing disease which the Client may or may not be aware of and results in the Client's non-eligibility of getting the surgery/procedure performed on her or him.

**10.8.** The deposit paid by the Client towards handling pre-existing diseases shall not be refundable under these circumstances.

**10.9.** Medical procedures including but not limited to plastic/cosmetic surgery, bariatric surgery, dermatology, dentistry, etc., carry the possibility of discrepancies between the surgeon and the Client regarding the results. CuraVista Global™ reminds you that all medical procedures carry some risks and have limitations which could include but are not limited to disappointment with the results.

**11. PAYMENT**

**11.1. Pricing and Transparency**

- 11.1.1. All Package prices are quoted in Euros (EUR), as applicable, and include all known fees, taxes, and charges. Any additional costs (e.g., unforeseen medical complications, extended stays) will be communicated to the Client as soon as practicable.
- 11.1.2. Prices may be subject to adjustment in the event of significant currency fluctuations between EUR and INR. CuraVista Global will inform Clients of any such adjustments prior to final payment.

**11.2. Payment Terms**

- 11.2.1. A refundable (see point **10.8 Cancelation and Refund Policy**) deposit may be required at the time of booking to secure the Package. The amount and terms will be specified in the booking confirmation.
- 11.2.2. The balance of the Package price is payable as specified in the booking confirmation, typically prior to departure or commencement of services.
- 11.2.3. Accepted payment methods include bank transfer, credit/debit card, or other secure payment gateways as specified by CuraVista Global.

**11.3. Additional Charges and Fees**

- 11.3.1. Additional tests and medical procedures deemed necessary due to the Client's medical history, special conditions or unforeseen circumstances will be subject to additional charges.
- 11.3.2. Likewise, necessity of staying at the hospital for more than the previously agreed duration will be subject to additional charge.
- 11.3.3. The Client is responsible for paying for the transaction fee of the bank transfer (domestic and internationally) which varies based on the origin of the payments.

**11.4. Cancellation and Refund Policy:**

**11.4.1. Client-Initiated Cancellation**

To safeguard the rights of all parties and ensure transparency in the treatment process, the following cancellation policy applies after a Client's arrival in India.

In the event of a cancellation by the Client after arrival in India, the following amounts will be deducted from the total payment, and the remaining balance will be refunded:

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11.4.1.1. **Cancellations less than 72 hours before departure:** only a 50% refund will be issued, unless there is an emergency such as accidents, death, flight departure delays and cancelations or medical conditions or emergencies which a refund of deposit with 10% administration fee will be made.

- 11.4.1.2. **Cancellation before the initial consultation with the surgeon:** 15% of the total payment, plus incurred expenses will be deducted.
- 11.4.1.3. **Cancellation after the initial consultation but before hospital admission:** 40% of the total payment, plus incurred expenses will be deducted.
- 11.4.1.4. **Cancellation after hospital admission and preparation for surgery:** No refund will be issued.
- 11.4.1.5. **Cancellation due to a newly diagnosed acute illness or emergency medical condition:** If these conditions were not disclosed by the Client on the pre-travel checklist, refunds will not be provided.
- 11.4.1.6. **Administration Fee:** All deposits made, if to be refunded are subject to an administration fee of 10%.
- 11.4.1.7. **Refund of unused/unutilized services (which are paid for and cancelled in advance):** the refund amount will be worked out on the basis of cancellation policy as described above and the amount would be accordingly refunded to the person who has made the payment to us.
- 11.4.1.8. **Refund process:** Please note, the refund process may take 3-10 business days due for accounting and administration process.

#### **Why this policy?**

- 11.4.1.9. **Incurred Costs:** Upon arrival, CuraVista Global™ incurs substantial costs for accommodation, transportation, medical consultations, laboratory tests, and other initial services.  
These costs are non-refundable in the event of an unexpected cancellation.
- 11.4.1.10. **Detailed Planning:** CuraVista Global™ and the respective partner hospital/health facility develop a customized treatment plan for each Client.  
Unexpected cancellations disrupt this planning and may negatively impact other Clients.
- 11.4.1.11. **Preventing Abuse:** This policy aims to prevent individuals from abusing the system by canceling treatments for reasons such as obtaining a visa.

Prior to the Client's arrival in Kerala, India, they are strongly advised to provide the health facility with complete information about their health condition. This will enable the health service to provide the best possible care in case of any unforeseen circumstances. CuraVista Global™ is committed to providing the highest quality care while ensuring fairness to all parties.

#### **11.4.2. Provider-Initiated Cancellation**

If CuraVista Global™ or an Indian Service Provider is unable to deliver the agreed Package due to reasons beyond their control (e.g., force majeure, provider unavailability), the Client will be offered an alternative Package or a refund of amounts paid, as appropriate.

### **12. FORCE MAJEURE, BUSINESS CONTINUITY, AND PANDEMIC CLAUSES**

- 12.1. Neither party shall be liable for any failure or delay in performance due to Force Majeure, provided that the affected party promptly notifies the other and uses reasonable efforts to mitigate the impact.
- 12.2. Force Majeure events include, but are not limited to acts of GOD, dangers, fire, accident, natural disasters, breakdown in machinery or equipment, breakdown of transport, wars, terrorism, government action, civil disturbances, strikes, riots, thefts, pilferage's, epidemics, pandemics, or any other events beyond the reasonable control of CuraVista Global™ and the Client.
- 12.3. If a Force Majeure event continues for more than ninety (90) days, either party may terminate the affected Order or the contract upon written notice.
- 12.4. The Provider shall maintain business continuity and disaster recovery plans appropriate to the nature of the services.

### **13. INSURANCE REQUIREMENTS AND RECOMMENDATIONS**

#### **13.1. Mandatory Insurance**

##### **13.1.1. Medical Insurance**

Clients are required to have valid medical insurance covering treatment in India, including coverage for complications, hospitalization, and emergency evacuation, as a condition of booking.

##### **13.1.2. Repatriation Insurance**

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Clients must have insurance covering medical repatriation to their home country in the event of serious illness or injury.

**13.2. Recommended Insurance**

**13.2.1. Travel Insurance**

Comprehensive travel insurance covering trip cancellation, interruption, lost or delayed baggage, and personal liability is strongly recommended.

**13.2.2. Insurance Verification**

If insurance packages are not included in the **CuraVista Global™** Medical or Wellness Tourism package, **CuraVista Global™** may request proof of insurance prior to departure and reserves the right to decline service to Clients without adequate coverage.

**13.3. Insurance Limitations**

**13.3.1. Exclusions**

Insurance policies may contain exclusions or limitations. Clients are responsible for reviewing their policy terms and ensuring adequate coverage for their specific needs.

**13.3.2. Claims Process**

With the exception of insurance packages included in the **CuraVista Global™** Medical or Wellness Tourism package, **CuraVista Global™** is not responsible for the processing or outcome of any insurance claims. Clients must liaise directly with their insurers for claims and reimbursements.

**13.4. Insurance Packages offered by **CuraVista Global™****

**CuraVista Global™** offers an insurance package including Medical, Repatriation and Travel Insurance packages. These Insurance packages will be valid for the treatment period in India and can be acquired with the Medical or Wellness Tourism package.

**14. THE CLIENT'S RESPONSIBILITIES**

- 14.1.** Before accepting the Contract, the Client is obliged to read all the information resources provided to him, including the information on **CuraVista Global's™** website, and to consult **CuraVista Global™** to clear up any issues and doubts, and to obtain information about the terms and conditions of the Contract.
- 14.2.** Having a valid and acceptable passport, visa if necessary; ensuring to have other documents required for travel, accommodation and treatment, sending passenger information to the airline before travel if requested by the airline, providing entry requirements for both final destination and transfer points, providing the necessary information and documents requested by **CuraVista Global™** and the Service Provider are the Client's responsibility.
- 14.3.** In case the Client does not fulfill the above responsibilities, provides incorrect information or documents or misses the flight; The Client will be responsible for any damages such as refusal to enter the country, payments for early return flight, disruption of the foreseen processes or imposing sanctions on the Client. The Client accepts and declares that **CuraVista Global™** will not have any responsibility in these cases, and that **CuraVista Global™** will not be liable for any compensation, expense or reimbursement.
- 14.4.** The Client undertakes to conduct necessary research on health needs and recommended vaccinations prior to travel. **CuraVista Global™** recommends obtaining information at the following websites, among other resources: [www.fco.gov.uk](http://www.fco.gov.uk), [www.hpa.org.uk](http://www.hpa.org.uk), [www.nathnac.org](http://www.nathnac.org), [www.bundesgesundheitsministerium.de](http://www.bundesgesundheitsministerium.de), **CuraVista Global™** also recommends seeking advice from the local general practitioner.
- 14.5.** Though **CuraVista Global™** offers optional comprehensive Travel and Medical Insurance packages with its Medical and Wellness Tourism packages. These insurance packages are optional and the customer can use his own insurance and insurance provider. In these cases, **CuraVista Global™** advises that the Client maintains an insurance policy with sufficient coverage. Such a policy should comprehensively address potential liabilities, including but not limited to travel interruptions, medical adversities, and financial ramifications stemming from bankruptcy. All obligations and consequences arising from the Client's failure to secure adequate insurance for issues not covered, or not sufficiently covered, by the Client's insurance policies, shall be borne solely by the Client.

**15. CURAVISTA GLOBAL™ OBLIGATIONS**

- 15.1.** As an intermediary organization, **CuraVista Global™** does not operate or control the services offered by the health service provider, hotel, travel or transfer companies.

- 15.2. By accepting the Contract, the Client acknowledges that **CuraVista Global™** is only an intermediary, and that the service provided by third parties and damages resulting from this service are not covered by any warranty or guaranty by **CuraVista Global™**. The Client undertakes to read and accept all terms and conditions of third-party providers prior to booking from **CuraVista Global™**.
- 15.3. **CuraVista Global™** shall not be liable for any delays and alterations in the program or expenses incurred – directly or indirectly – due to flight cancellations, accident, breakdown of machinery or equipment, breakdown of transport, or any related incidents.
- 15.4. We shall not be liable for any loss, injury or damage to person, property, or otherwise in connection with any accommodation, transportation or other services, resulting – directly or indirectly – from Force Majeure.
- 15.5. The signed terms and conditions documents with payment receipt of any amount from Client shall be binding for the Client and constitutes a contract between **CuraVista Global™** and the Client.

## 16. CONSUMER PROTECTION AND CLIENT RIGHTS

### 16.1. EU and Portuguese Consumer Protection

#### 16.1.1. Right to Information

Clients have the right to receive clear, comprehensive information about the Package, including:

- 16.1.1.1. The identity and accreditation of Indian Service Providers.
- 16.1.1.2. The nature, scope, and risks of proposed treatments.
- 16.1.1.3. The total price, including all fees, taxes, and charges.
- 16.1.1.4. The terms of payment, cancellation, and refund.

#### 16.1.2. Right of Withdrawal

For Packages booked remotely (online, by phone, or outside CuraVista Global's premises), Clients may have a statutory right to withdraw from the contract within 14 days of booking, in accordance with Portuguese and EU law, unless the services have already commenced with the Client's consent.

#### 16.1.3. Legal Guarantees

Clients are entitled to legal guarantees regarding the conformity of digital services provided by CuraVista Global (e.g., booking platform, telemedicine tools), as per Decree-Law 84/2021 and EU Directive 2019/770.

#### 16.1.4. Complaint and Redress Mechanisms

Clients may file complaints with CuraVista Global, the Portuguese Directorate-General for Consumers (DGC), or the European Consumer Centre (ECC-Net) for cross-border disputes.

#### 16.1.5. Legal Guarantee

Clients are entitled to a minimum two-year legal guarantee for digital services provided by CuraVista Global, as per EU and Portuguese law.

#### 16.1.6. Commercial Guarantees

Any additional commercial guarantees offered by CuraVista Global or its partners do not affect the Client's statutory rights.

### 16.2. Indian Consumer Protection

#### 16.2.1. Patient Rights

Clients receiving medical or wellness services in India are entitled to:

##### 20.2.1.1. Informed consent prior to any treatment.

- 20.2.1.2. Access to their medical records.
- 20.2.1.3. Confidentiality and privacy of personal health information.
- 20.2.1.4. Quality care in accordance with Indian accreditation standards.
- 20.2.1.5. The right to file complaints with Indian consumer forums or regulatory bodies in case of negligence or substandard care.

#### 20.2.2. Patient Rights

Clients are entitled to patient rights under Indian law, including informed consent, access to medical records, privacy, and the right to file complaints.

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## **21. ADVERTISING, MARKETING, AND MEDICAL CLAIMS COMPLIANCE**

### **21.1. EU and Portuguese Law**

#### **21.1.1. Advertising Standards**

All advertising and marketing materials published by CuraVista Global shall comply with EU and Portuguese advertising codes, including prohibitions on misleading claims, requirements for substantiation, and restrictions on the advertising of medical services.

#### **21.1.2. Medical Claims**

No advertising shall guarantee the success of any medical or wellness treatment, nor suggest that the effect is certain or without risk.

### **21.2. Indian Law**

#### **21.2.1. Medical Advertising**

Indian Service Providers are subject to Indian laws and self-regulatory codes regarding the advertising of medical and wellness services, including restrictions on claims, endorsements, and comparative advertising.

## **22. INFORMED CONSENT, MEDICAL RECORDS ACCESS, AND PATIENT RIGHTS**

### **22.1. Informed Consent**

#### **22.1.1. Requirement**

Indian Service Providers are required to obtain informed consent from Clients prior to any medical or wellness treatment, in accordance with Indian law and ethical standards.

#### **22.1.2. Documentation**

Clients shall be provided with clear, comprehensible information regarding the nature, risks, benefits, and alternatives of proposed treatments, and shall sign consent forms as required.

### **22.2. Medical Records Access**

#### **22.2.1. Right of Access**

Clients have the right to access their medical records and treatment documentation, subject to applicable laws and procedures.

#### **22.2.2. Confidentiality**

All medical records shall be treated as confidential and disclosed only with the Client's consent or as required by law.

## **23. QUALITY ASSURANCE, ACCREDITATION, AND PARTNER VETTING**

### **23.1. Accreditation Standards**

#### **23.1.1. Indian Service Providers**

CuraVista Global partners only with Indian Service Providers accredited by recognized bodies such as NABH, JCI, or AYUSH, ensuring compliance with international standards of quality and patient safety.

### **23.2. Partner Vetting and Auditing**

#### **23.2.1. Due Diligence**

CuraVista Global conducts due diligence and regular audits of partner facilities, including verification of licenses, staff qualifications, and compliance with clinical protocols.

#### **23.2.2. Continuous Improvement**

Feedback from Clients is systematically collected and used to improve service quality and partner performance.

## **24. DATA PROTECTION AND PRIVACY**

### **24.1. GDPR Compliance (EU/Portugal)**

#### **24.1.1. Lawful Processing**

CuraVista Global processes Client personal data only for specified, explicit, and legitimate purposes related to the facilitation of medical and wellness tourism services.

#### 24.1.2. Data Minimization and Security

Only data strictly necessary for the provision of Services is collected and processed. CuraVista Global implements appropriate security measures to protect personal data against unauthorized access, loss, or disclosure.

#### 24.1.3. Data Subject Rights

Clients have the right to access, rectify, erase, restrict, or object to the processing of their personal data, and to data portability, as provided by GDPR.

#### 24.1.4. Data Transfers to India

Where personal data is transferred to Indian Service Providers, CuraVista Global ensures that:

24.1.4.1. Transfers are made only to entities that provide adequate safeguards (e.g., contractual clauses, certifications).

24.1.4.2. Clients are informed of the transfer and its legal basis.

24.1.4.3. Indian Service Providers are contractually bound to process data in accordance with GDPR-equivalent standards, to the extent possible.

### 24.2. Indian Data Protection (DPDP Act, 2023)

#### 24.2.1. Compliance by Indian Service Providers

Indian Service Providers must comply with the Digital Personal Data Protection Act, 2023, including requirements for data localization, security, and lawful processing.

#### 24.2.2. Cross-Border Transfers

Personal data may be transferred from India to Portugal or other jurisdictions only in accordance with Indian law and any applicable government notifications regarding restricted countries.

#### 24.2.3. Data Breach Notification

In the event of a data breach affecting Client personal data, CuraVista Global and/or the Indian Service Provider shall notify the affected Client and relevant authorities as required by law.

## 25. DISPUTE RESOLUTION, ARBITRATION AND GOVERNING LAW

25.1. The parties shall endeavor to resolve any dispute arising out of or in connection with the contractual agreed service(s) through good-faith negotiations at senior management level within thirty (30) days of written notice of the dispute.

25.2. If the dispute is not resolved by negotiation, the parties may agree to submit the dispute to mediation administered by a recognized institution (e.g., ICC, ICDR) in a mutually agreed location.

25.3. If mediation fails, the dispute shall be finally resolved by arbitration under the rules of a recognized arbitral institution (e.g., ICC, LCIA, SIAC), with the seat and language of arbitration specified in the Order or Service Addenda. The arbitral award shall be final and binding.

25.4. The contract shall be governed by Portuguese Law and is subject to the exclusive jurisdiction of Portuguese courts.

25.5. Nothing in this section shall prevent either party from seeking interim or injunctive relief in any court of competent jurisdiction.

## 26. ENFORCEMENT

26.1. The Client who communicates with **CuraVista Global™** is deemed to have read and accepted these General Terms & Conditions of Service.

## 27. MISCELLANEOUS

#### 27.1. Amendments

##### 27.1.1. Right to Amend

CuraVista Global reserves the right to amend these GTCs at any time. Clients will be notified of any material changes prior to their effective date.

#### 27.2. Severability

##### 27.2.1. Invalid Provisions

If any provision of these GTCs is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**27.3. Entire Agreement**

**27.3.1. Supersession**

These GTCs, together with the booking confirmation and any specific agreements, constitute the entire agreement between CuraVista Global and the Client, superseding all prior representations or agreements.

**27.4. Language**

**27.4.1. Governing Language**

These GTCs are published in English. In the event of any discrepancy between the English version and any translation, the English version shall prevail.

**28. CONTACT**

**28.1. For any clarification, don't hesitate to contact our representatives at **CuraVista Global™**.**

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