

Disclaimers

Important Legal Notice

Welcome to KlearPathTravels.com. Please read this Disclaimer carefully before using the website or engaging our services. By accessing and using KlearPathTravels.com, you acknowledge that you have read, understood, and agree to be bound by all terms and conditions contained herein. If you do not agree with any part of this disclaimer, you must not use our website or services.

1. General Website Usage Disclaimer

1.1 No Professional Advice

The information provided on KlearPathTravels.com is for general informational and booking purposes only. All information on the site is provided in good faith, however, we make no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information on the site.

1.2 External Links Disclaimer

KlearPathTravels.com may contain links to external websites that are not provided or maintained by or in any way affiliated with us. Please note that KlearPathTravels.com does not guarantee the accuracy, relevance, timeliness, or completeness of any information on these external websites.

1.3 Errors and Omissions

While we strive to ensure that the information on this website is correct, we do not warrant its completeness or accuracy. We commit to updating the website regularly, but we do not guarantee that the information is current, complete, or correct at all times.

1.4 Fair Use Disclaimer

KlearPathTravels.com may use copyrighted material which has not always been specifically authorized by the copyright owner. We are making such material available for criticism, comment, news reporting, teaching, scholarship, or research. We believe this constitutes a "fair use" of any such copyrighted material as provided for in copyright law.

2. Travel Services Disclaimer

2.1 Third-Party Service Providers

KlearPathTravels.com acts as an intermediary/facilitator between you and various third-party service providers including but not limited to cab operators, airlines, hotels, cruise operators, tour operators, and transportation companies. We do not own, operate, manage, or control these independent suppliers of services.

2.2 Service Quality and Availability

We cannot guarantee the quality, safety, suitability, or availability of any third-party services. We shall not be responsible for any delays, cancellations, overbooking, strikes, force majeure events, or other irregularities that may affect your travel plans.

2.3 Pricing and Information

All prices displayed on our website are subject to change without notice and are not guaranteed until full payment is received and confirmed. Schedules, fares, and availability are subject to change at any time until booking is confirmed.

2.4 Travel Documents and Requirements

It is your sole responsibility to ensure that you have valid travel documents (passport, visa, health certificates, etc.) and comply with all entry, health, and other requirements of the destinations you plan to visit. We provide information in good faith but are not responsible for inaccuracies or changes in travel regulations.

3. Medical Tourism Services Disclaimer

THIS IS THE MOST IMPORTANT SECTION. PLEASE READ CAREFULLY.

3.1 Not a Healthcare Provider

KLEARPATHTRAVELS.COM IS NOT A HEALTHCARE PROVIDER, MEDICAL FACILITY, OR MEDICAL PRACTICE. WE DO NOT PROVIDE MEDICAL ADVICE, DIAGNOSIS, TREATMENT, OR CLINICAL SERVICES OF ANY KIND. We act solely as a facilitator connecting patients with accredited medical institutions.

3.2 No Medical Advice

The information provided on our website regarding medical procedures, treatments, recovery times, or medical outcomes is for general informational purposes only and DOES

NOT CONSTITUTE MEDICAL ADVICE. You must consult with qualified medical professionals for any medical concerns.

3.3 No Guarantee of Outcomes

WE DO NOT GUARANTEE, WARRANT, OR PROMISE ANY SPECIFIC MEDICAL OUTCOME, RESULT, OR IMPROVEMENT FROM ANY MEDICAL PROCEDURE OR TREATMENT. Medical outcomes vary based on individual patient conditions, and all medical procedures carry inherent risks including the risk of complications, disfigurement, disability, or death.

3.4 Hospital and Doctor Selection

While we partner with accredited hospitals and conduct due diligence, we do not endorse any specific hospital, doctor, or treatment. The final selection of healthcare providers and treatment decisions are solely your responsibility after proper medical consultation.

3.5 Medical Risks and Complications

You acknowledge and accept all risks associated with medical procedures, including but not limited to:

- Anesthesia complications
- Infection
- Bleeding
- Unsatisfactory results
- Need for additional procedures
- Permanent disability or disfigurement
- Death

3.6 Medical Visa and Travel Risks

We assist with medical visa documentation but cannot guarantee visa approval. Travel for medical purposes involves additional risks including but not limited to:

- Complications during travel
 - Limited medical facilities during transit
 - Language barriers
 - Cultural differences in medical care
 - Difficulty in obtaining follow-up care in home country
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4. Products Disclaimer (Travel Accessories)

4.1 Product Representations

Product descriptions, images, and specifications on our website are provided by manufacturers and suppliers. While we strive to ensure accuracy, we do not warrant that product descriptions or other content are accurate, complete, reliable, current, or error-free.

4.2 Product Suitability

It is your responsibility to ensure that any products purchased through our website are suitable for your intended use. We recommend consulting product manuals and manufacturer guidelines before use.

4.3 Manufacturer Warranties

Products may come with manufacturer warranties. KlearPathTravels.com does not provide additional warranties unless explicitly stated. Any claims under manufacturer warranties must be directed to the manufacturer according to their terms and conditions.

5. Financial and Transactional Disclaimers

5.1 Payment Processing

We use third-party payment gateways to process transactions. We are not responsible for any errors, failures, or security breaches in the payment processing systems of these third parties.

5.2 Currency and Exchange Rates

For international transactions, currency conversions are based on prevailing exchange rates at the time of transaction and are subject to fluctuation. We are not responsible for any losses due to exchange rate variations.

5.3 Refund Processing

Refund processing times are estimates only. Actual refund times depend on banking institutions and payment processors. We are not responsible for delays in refund processing by third-party financial institutions.

6. Limitation of Liability

6.1 General Limitation

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KLEARPATHTRAVELS.COM, ITS DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, SUPPLIERS, OR AFFILIATES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE;
- ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE;
- ANY CONTENT OBTAINED FROM THE SERVICE; AND
- UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

6.2 Medical Tourism Liability Cap

SPECIFICALLY FOR MEDICAL TOURISM SERVICES, OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO MEDICAL TOURISM SERVICES SHALL NOT EXCEED THE TOTAL FACILITATION FEE PAID BY YOU TO KLEARPATHTRAVELS.COM FOR THOSE SPECIFIC SERVICES, REGARDLESS OF THE NATURE OF THE CLAIM.

6.3 Travel Services Liability Cap

FOR TRAVEL SERVICES, OUR MAXIMUM AGGREGATE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE SPECIFIC SERVICE THAT GAVE RISE TO THE CLAIM.

7. Indemnification

You agree to defend, indemnify, and hold harmless KlearPathTravels.com and its licensees and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of:

- Your use and access of the service;
- Your violation of any term of this disclaimer;
- Your violation of any third-party right, including without limitation any copyright, property, or privacy right; or
- Any claims that your use of the service caused damage to a third party.

8. Jurisdiction and Governing Law

8.1 Governing Law

This disclaimer shall be governed and construed in accordance with the laws of India, without regard to its conflict of law provisions.

8.2 Jurisdiction

Any disputes arising under or in connection with this disclaimer shall be subject to the exclusive jurisdiction of the courts located in Bangalore, Karnataka, India.

8.3 International Users

If you access our services from outside India, you are responsible for compliance with local laws to the extent that local laws are applicable.

9. Changes to This Disclaimer

We reserve the right to modify this disclaimer at any time. We will notify users of any changes by posting the new disclaimer on this page and updating the "Last Updated" date. Changes to this disclaimer are effective when they are posted on this page.

10. Severability

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

11. No Waiver

Our failure to enforce any right or provision of this disclaimer will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of KlearPathTravels.com.

12. Entire Agreement

This disclaimer, together with our Terms and Conditions, Privacy Policy, and Return and Refund Policy, constitutes the entire agreement between you and KlearPathTravels.com regarding our service, and supersedes and replaces any prior agreements we might have had between us regarding the service.

13. Acknowledgment

BY USING OUR WEBSITE OR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS DISCLAIMER, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS. YOU FURTHER ACKNOWLEDGE THAT THIS DISCLAIMER IS A LEGALLY BINDING DOCUMENT BETWEEN YOU AND KLEARPATHTRAVELS.COM.

SPECIFIC ACKNOWLEDGMENT FOR MEDICAL TOURISM USERS:

I UNDERSTAND AND ACKNOWLEDGE THAT:

1. KLEARPATHTRAVELS.COM IS NOT A HEALTHCARE PROVIDER.
 2. ALL MEDICAL PROCEDURES CARRY INHERENT RISKS.
 3. NO SPECIFIC MEDICAL OUTCOME IS GUARANTEED.
 4. I AM SOLELY RESPONSIBLE FOR MY MEDICAL DECISIONS.
 5. I HAVE CONSULTED WITH MY LOCAL DOCTOR BEFORE CONSIDERING MEDICAL TOURISM.
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14. Contact Information

For any questions about this disclaimer, please contact us at:

KlearPath Travels Pvt Ltd.

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Last Updated: [23rd January, 2026]