
TERMS OF USE

1. INTRODUCTION

- 1.1. Thank you for choosing to use platform (the “**Platform**”). By accessing or using the Platform, it is deemed that You (as defined hereinafter) have accepted all the terms of use for the Platform (the “**Terms of Use**”) after careful perusal of them, which are applicable to all Users (as defined hereinafter) of the Platform, and accept the same, before proceeding further. The Terms of Use and Privacy Policy (as defined hereinafter), incorporated by reference or issued from time to time (including any amendments, modifications or changes thereto) are considered an integral part of these Terms of Use and are incorporated herein.
- 1.2. The Platform helps Indian citizens who register on the Platform (“**End User**”), and who are looking at seeking third party counselling and/ or consultation services for an intended purpose, such as his/ her health and wellbeing; career, jobs and livelihood; relationships; and Covid-19 issues, from third party experts/ specialists providing services in the aforesaid areas (collectively referred to as an “**Third Party Professional**”), subject to the Terms of Use. For this, the Platform enables End Users to select a Third Party Professional whose credentials are displayed on the Platform, and upon selection, the End User gets re-directed to the selected Third Party Professional website for the intended purpose.
- 1.3. These Terms of Use shall regulate and govern the relationship between TMF (as defined hereinafter) and the Users, and shall be fully binding on each User.
- 1.4. YOU HEREBY AGREE, UNDERSTAND AND ACKNOWLEDGE THAT YOU SHALL BE BOUND BY THE TERMS CONTAINED IN THE AGREEMENT (AS DEFINED HEREINAFTER), AND USE AND ACCESS OF THE PLATFORM SHALL BE SUBJECT TO THE AGREEMENT.
- 1.5. The Terms of Use is an electronic record in terms of Information Technology Act, 2000 (“**IT Act, 2000**”) of India, or any other prevailing law, the applicable rules thereunder and the provisions pertaining to electronic records in various statutes as amended by the IT Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- 1.6. The Terms of Use is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 (“**IG Rules**”) that require publishing the Terms of Use and Privacy Policy (as defined hereinafter) for access to or usage of the Platform.
- 1.7. The Terms of Use, read together with the privacy policy available at <https://antarmann.techmahindrafoundation.org/privacypolicy/> (“**Privacy Policy**”), as may be notified by TMF from time to time shall constitute a legal and binding agreement (“**Agreement**”) between, (A) Tech Mahindra Foundation, a limited company incorporated under the Companies Act, 1956, having its registered office at **Oberoi Gardens Estate, Chandivali, Off Sakik Vihar Road, Andheri (East), Mumbai - 400072** (“**TMF**”) which expression shall unless repugnant to the context or meaning thereof, be deemed to include all of its successors, administrators, executors and assigns); and (B) all End Users and Third Party Professionals who use, access and browse through the Platform in any manner, (“**Users**”/ “**You**”/ “**Your**”), which expression shall unless repugnant to the context or meaning thereof, be deemed to include all of its/his/her successors, legal heirs, administrators, executors and assigns.

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- 1.8. The Agreement, *inter alia*, provides the terms and conditions that define Your legal rights and obligations and governs (i) Your use and access to the Platform through the website <https://antarmann.techmahindrafoundation.org/>, and/ or mobile and tablet applications, and (ii) the End User being redirected to a Third Party Professional for counselling/ consultation services being sought by the End User, depending on the area of expertise of a Third Party Professional (collectively referred to as the “**Services**”).
 - 1.9. You acknowledge that this is a non-financial collaboration and You nor Your employees, agents, officers or representatives, shall not, directly or indirectly, claim any payments, fees or amounts of any kind or of any value from TMF for the purposes of this Terms of Use.
 - 1.10. If You do not agree to the terms contained in the Agreement, you are advised not to proceed to access, browse, and/or use the Services made available on the Platform. The terms and conditions contained in this Agreement shall be accepted without modification. The continued access, browsing and use of the Platform and/or the Services would constitute acceptance of the terms and conditions of the Agreement.
 - 1.11. When You use any current or future Services provided on the Platform, you will be subject to the rules, guidelines, policies, terms and conditions applicable to such Services and they shall be deemed incorporated into the Agreement and considered a part and parcel of the Agreement.
 - 1.12. TMF may, at any time: (i) upgrade, update, change, modify, or improve the Services or a part of the Services in a manner it may deem fit, and (ii) change, amend, modify, add, or remove the contents of the Agreement in substance, or as to procedure or otherwise; in each case which will then be applicable to all Users. TMF may also alter or remove any content from the Platform without notice to You. TMF will notify You through any of the communication modes as mentioned in the Agreement in case of any changes or updates to the Agreement that TMF believes materially impact Your use of the Platform. Your continued use of the Platform following the changes or updates will mean that You accept the changes or revisions to the Agreement and agree to abide by it.

2. TERMS AND CONDITIONS APPLICABLE TO USERS

- 2.1. You must be a person who can form legally binding contracts under the Indian Contract Act, 1872 (“**Contract Act**”). Persons who are "incompetent to contract" within the meaning of the Contract Act including minors, un-discharged insolvents etc. are not eligible to use the Platform. You must be 18 years of age or older to register or visit or use the Services in any manner. By registering for, visiting the Platform or using the Services, you hereby represent and warrant to TMF that You are 18 years of age or older, and that You have the right, authority and capacity to register and/or use the Services, and agree to abide by the Agreement. If You are below 18 years of age, it is assumed that You are accessing, browsing and/or using the Platform under the supervision of Your parent or legal guardian and that Your parent or legal guardian has read and agrees to the terms of this Agreement on behalf of the You. Should TMF be made aware that You are under the age of 18 and have registered on the Platform without the supervision of Your parent or legal guardian, TMF reserves the right to deactivate Your Account (as defined hereinafter) without further notice.
- 2.2. The Agreement is governed by the provisions of Indian law, including, but not limited to:

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- the Contract Act;
 - IT Act, 2000;
 - the rules, regulations, guidelines and clarifications framed thereunder, including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (“**SPI Rules**”); and
 - the IG Rules.
- 2.3. For the purposes of registration, identifying a User on the Platform and to fulfil the purpose of the Platform, TMF may, from time to time, collect certain personally identifiable information described in detail in the Privacy Policy. By registering on the Platform, and when You click on the ‘I accept’ tab at the time of registering on the Platform or otherwise provide Your personal information, you agree to have given express and specific consent for such collection and processing of data for the purpose of use of the Platform. Registration on the Platform is one-time. You must not disclose, transfer, sublicense or otherwise part away any personally identifiable information shared on the Platform in any manner whatsoever and TMF shall bear no responsibility for any loss arising out of such disclosure.
- 2.4. You shall assume all risks, liabilities, and consequences if Your Account has been accessed illegally or without authorisation through means such as hacking. It is specifically clarified that TMF shall not be liable for any liability or consequences arising out of such unauthorized access. All such liability shall be entirely borne by You.
- 2.5. You understand and agree that upon Your registration on the Platform, you may receive text messages (including through internet-based mobile messaging) from TMF on Your registered mobile number. These messages could relate *inter alia* to Your registration in the form of OTP for confirmation of the registration process.
- 2.6. It is expressly acknowledged by You that the Platform or TMF, has not undertaken any check or verification of the Users, their credentials, information provided by them or their profiles. You agree that TMF shall not be liable in any manner for credentials, representations, acts or omissions of any User as well as the counselling/ consultation services provided by the Third Party Professional.
- 2.7. Once the User is connected to the Third Party Professional’s website through the Platform for procuring the counselling/ consultation services, the Platform/ TMF shall not have any obligation, liabilities or responsibility with regard to the quality of services provided by the Third Party Professional. THE END USER AND THIRD PARTY PROFESSIONAL DISCLAIM ANY AND ALL CLAIMS, ACTIONS, SUITS AGAINST TMF ARISING OUT OF SUCH COUNSELLING/ CONSULTATION SERVICES.
- 2.8. You affirm and agree that, given the general and “as-is” nature of the Platform, you are not specifically relying on any statements, or materials contained on Platform to make any decisions. You agree to conduct your own related due diligence in relation to the consultation/ counselling services being procured or provided by You, as the case maybe.
- 2.9. The Platform is just a medium that End Users may utilize to search, identify and get redirected to Third Party Professionals. TMF is not a party to the fulfillment of any Services between an End

User and a Third Party Professional. TMF has no control over, and does not guarantee the quality, safety or conclusiveness of the Services or the counselling/ consultation services provided, or the ability of any individual representing the Third Party Professional to provide the counselling/ consultation services in a timely and conclusive manner.

- 2.10. TMF is not responsible for and will not control the manner in which a User operates. You must look solely to the User You are interacting with, for enforcement and performance of all the rights and obligations arising from Your interactions under applicable law. TMF is not and cannot be a party to any dispute arising or in connection with the counselling/ consultation services in its capacity as the owner of the Platform, which merely connects the Third Party Professional and End User basis the information provided by them on the Platform.
- 2.11. The contents of the Platform, information, text, graphics, images, logos, button icons, software and tools, data, audio, video, software codes, interface, designs and the collection, arrangement and assembly of the content on the Platform are the property of TMF, its parent company, group companies, subsidiaries, associates, affiliates, suppliers, vendors and sister companies, as the case may be ("**TMF Content**"), and are protected under copyright, trademark and other applicable laws. You shall not modify the TMF Content or sublicense, resell, rent, lease, transfer, assign, time share, reproduce, display, publicly perform, distribute, reverse engineer or otherwise use the TMF Content in any way for any public or commercial purpose or for personal gain.
- 2.12. TMF authorises You to view and access the TMF Content solely for ease of navigating on the Platform. TMF, therefore, grants You a personal, non-exclusive, non-transferable, non-assignable, non-sub licensable, limited privilege and revocable permission to enter, access and use the Platform and the Services provided therein. This permission does not include a permission for making commercial use of the TMF Content, and, any derivative use of the Platform or of TMF Content.
- 2.13. You agree and understand that TMF shall bear no responsibility or liability in relation to or arising out of any content of a User. TMF neither originates nor initiates the transmission nor selects the sender and receiver of the transmission nor selects nor modifies the information contained in the transmission. TMF does not interfere in the transaction between the Users.
- 2.14. The Platform contains links to other websites and outside services and resources, the availability and content of which is not controlled, reviewed or monitored by TMF. You agree that viewing other such websites or utilizing outside services and resources is done at Your own risk. TMF shall not be liable for any loss or damage caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.
- 2.15. Any communication from TMF shall be sent only to Your registered mobile number or such other contact number or email address that You may designate, for any particular transaction.
- 2.16. While TMF shall make reasonable endeavours to maintain generally accepted standards of security and shall facilitate provision of the Services by using reasonable efforts, TMF shall not be liable for any interruption that may be caused to the Services.
- 2.17. THE PLATFORM IS PROVIDED ON AN "AS IS" BASIS, AS AVAILABLE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OR CONDITIONS (WHETHER EXPRESS OR IMPLIED,

INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE). TMF MAKES NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY, IDENTITY OR RELIABILITY OF THE SERVICES PROVIDED ON THE PLATFORM, OR AS TO THE AVAILABILITY OF THE PLATFORM, OR AS TO THE ACCURACY OF INFORMATION SHARED ON THE PLATFORM BY ANY USER OR THIRD PARTY. FURTHER, TMF MAKES NO REPRESENTATIONS OR WARRANTIES, OF ANY KIND, EITHER EXPRESS OR IMPLIED, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS ON THE PLATFORM WILL BE CORRECTED, OR THAT THE PLATFORM IS UP-TO-DATE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE PLATFORM WILL BE ACCESSIBLE AT ALL TIMES.

2.18. TMF does not covenant or warrant that:

- the Services will be made available at all times;
- the TMF Content available on the Platform is complete, true, accurate or non-misleading;
- the skill and quality of performance of counselling/ consultation services by Third Party Professionals through their respective website will be to the expectation of the End User; and
- TMF has undertaken any verification of the Users or their credentials.

2.19. User Covenants and Obligations

As mandated under the provisions of Regulation 3(2) of the IG Rules, TMF hereby informs You that You are prohibited from hosting, displaying, uploading, modifying, publishing, transmitting, updating or sharing any information that:

- belongs to another person and to which You do not have any right;
- is harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise harmful in any manner whatsoever;
- harms minors in any way;
- infringes any patent, trademark, copyright or other proprietary rights;
- violates any law for the time being in force;
- deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
- impersonates or defames another person;
- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or

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- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

2.20. You are also prohibited from:

- violating or attempting to violate the integrity or security of the Platform or the TMF Content;
- transmitting any information on or through the Platform that is disruptive or competitive to the provision of Services by TMF;
- intentionally submitting on the Platform, false or inaccurate information;
- using any engine, software, tool, agent or other mechanism (such as spiders, robots, deep-links, page-scrapes, avatars, worms, time bombs, easter eggs, cancel bots, intelligent agents, etc.) to navigate or search the Platform;
- attempting to decipher, decompile, disassemble or reverse engineer any part of the Platform, or attempting to create any derivative works of the Platform;
- copying, duplicating, broadcasting, transmitting or selling in any manner any of the TMF Content;
- attempting to gain unauthorized access to any portion or feature of the Platform, other systems, networks connected to the Platform, server, computer, network, or the services offered on or through the Platform by hacking, password 'mining', or any other illegitimate means;
- making any negative, denigrating, or defamatory statement(s)/comment(s) about the Platform, TMF and/ or any brand name or domain name used by TMF, or otherwise engage in any conduct or action that might tarnish the image or reputation of TMF or any other Users;
- forging headers or otherwise manipulating identifiers in order to disguise the origin of any message, transmittal You send through the Platform, or any Solutions offered on or through the Platform; and/ or
- sharing any business sensitive information, you may have access to as a User, with TMF's direct competitors or using such business sensitive information for competitive purposes.

2.21. You are also obligated to:

- refrain from acquiring any ownership rights by downloading the TMF Content;
- read the Agreement and agree to accept the terms and conditions set out therein;
- refrain from copying or modifying the TMF Content available on the Platform for any purpose;
- comply with all applicable laws in connection with Your use of the Platform;

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- use the Services for personal, non-commercial use; and
 - limit the use and access of the Platform to India only. TMF IS NOT RESPONSIBLE IF YOU ACCESS THE PLATFORM AND/OR AVAIL ANY SERVICES FROM OUTSIDE INDIA.
- 2.22. You hereby authorize TMF to declare and provide declarations to any governmental authority on request, on Your behalf, including that the Services requested by You are for personal, noncommercial use.
- 2.23. TMF may disclose or transfer any information provided by You to any person as it deems fit, subject to the terms and conditions set out in the Privacy Policy. In terms of the SPI Rules, TMF can transfer sensitive personal data or information to any other body corporate or a person that ensures the same level of data protection that is adhered to by TMF as provided for under the SPI Rules, only if such transfer is necessary for the performance of the lawful contract between TMF or any person on its behalf and You or where You have consented to such data transfer.
- 2.24. User Information
- All information in relation to any User as available on the Platform (collectively referred to as “**User Information**”) is provided solely for Your reference and/or ease of use of the Platform. TMF is not endorsing any User Information and is not responsible for any errors and representation nor is it associated with it and You shall access and/or You shall upload the User Information at Your own risk.
 - Further, it is up to You to take sufficient precautions to ensure that whatever links You select, whether from the Platform, or otherwise, is free of such items such as, but not limited to, viruses, worms, trojan horses, defects and other items of a destructive nature.
 - You acknowledge that You may have access to sensitive personal information (“**SPI**”) of Users of the Platform. You warrant and undertake that You shall not disclose such SPI to any third party, shall utilize such SPI only for purposes of fulfilling the objective of this Platform and shall maintain such SPI in strict confidence.
- 2.25. Intellectual Property Rights and Confidentiality

Except the intellectual property of the Third Party Professionals, all the intellectual property used on the Platform by TMF, including the TMF Content, shall remain the property of TMF, its parent company, group companies, subsidiaries, associates, affiliates, suppliers, vendors, sister companies or of any third party hosting such intellectual property on the Platform, unless expressly permitted or agreed to otherwise. Except as provided in the Agreement, the intellectual property materials may not be modified, copied, reproduced, distributed, republished, downloaded, displayed, sold, compiled, posted or transmitted in any form by any means, including but not limited to, electronic, mechanical, photocopying, recording or other means, without the prior express written permission of TMF, its parent company, group companies,

subsidiaries, associates, affiliates, suppliers, vendors, sister companies or any third party hosting such material on the Platform, as the case may be.

2.26. Your use of the Platform and the Services provided therein and thereby is governed by these Terms of Use and the Privacy Policy. It is Your responsibility to review the Privacy Policy, which is incorporated by reference herein.

2.27. The Privacy Policy is posted on the Platform and may be updated from time to time. TMF may be required by law to disclose information to government authorities, law enforcement agencies or third parties upon issue of an order or notice, and You hereby authorize TMF to disclose information as TMF believes, in its sole discretion, is necessary or appropriate.

2.28. Unlawful or Prohibited Use

You warrant to TMF that You will comply with all applicable laws, statutes, ordinances, regulations and treaties regarding the use of the Platform and the Services. You further warrant that You will not use the Platform in any way prohibited by terms contained in the Agreement or under applicable law.

2.29. Liability

- You acknowledge and undertake that You are accessing the Platform and availing the Services available therein at Your own risk and that You are using prudent judgment before doing so. TMF shall, at no point, be held liable or responsible for any representations or warranties made by any User hereunder or otherwise.
- TMF does not provide or make any representation, warranty or guarantee, express or implied about the Platform, the Services, or the counselling/ consultation services provided/ sought by You, as the case maybe, and all implied warranties under law or contract are to the maximum extent possible hereby disclaimed.
- TMF OR THE PLATFORM WILL HAVE NO LIABILITY (UNDER LAW, CONTRACT, EQUITY OR OTHERWISE) IN RESPECT OF OPERATION OF THE PLATFORM OR ANY AND ALL SERVICES PROVIDED AND SERVICES AVAILED. IN ANY CASE, TMF'S AGGREGATE LIABILITY FOR ALL LOSSES AND DAMAGES ARISING UNDER THIS TERMS OF USE SHALL BE LIMITED TO INR 5000.
- In no event shall TMF be liable to You for any special, indirect, consequential, incidental or punitive damages pursuant to this Agreement, including but not limited to, loss of profits, loss of business opportunities or loss of goodwill, even if advised of the possibility of such damages.

2.30. Indemnity

You hereby agree to indemnify and hold harmless TMF, its group companies, affiliates, associates, officers, directors, employees, consultants, licensors, agents and representatives from any and all claims, losses, damages, and/or costs (including attorney fees and costs) arising from, (i) Your access, browsing or use of the Platform or Services (ii) Your violation of the Agreement (iii) actual and/or alleged infringement, by any third party of Your Account with TMF, (iv) action or inaction on behalf of a User in performing and delivering the counselling/ consultation services, and (vii)

any dispute between Users to which TMF is made a party re the counselling/ consultation services. TMF shall notify You promptly of such claim, loss, liability, or demand, and in addition to Your foregoing obligations, You agree to provide TMF with reasonable assistance, at Your expense, in defending any such claim, loss, liability, damage or cost.

2.31. Grievance Officer

In accordance with the provisions of the SPI Rules, any grievances which You may have with respect to the information shared by You with TMF hereunder and its treatment, may be directed by You to the grievance officer of TMF at mrinal.roka@techmahindrafoundation.org.

2.32. Severability and Assignment

- If any provision of the Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and the remaining part of such provision and all other provisions of the Agreement shall continue to be in full force and effect. Notwithstanding the foregoing, such provision shall be enforced to the maximum extent permissible so as to give effect to the intent as reflected by that provision.
- You will not transfer, assign or delegate Your rights or obligations (including Your account opened by the Platform upon registration (“**Account**”)) under the Agreement to anyone without the express written permission of TMF, and any attempt to do so will be null and void. TMF may assign the Agreement or its rights, or obligations hereunder to any third party in its sole discretion.

2.33. Term and Termination

- The Agreement will remain in full force and effect while You are registered with the Platform or use or provide any Services available on the Platform in any form or capacity.
- TMF reserves the right to terminate your use of the Platform and/ or displaying Your credentials on the Platform with or without notice, in the event of Your breach of any terms contained in the Agreement, misrepresentation of information, breach of applicable law or if.
- TMF may terminate the Agreement at any time, by requiring You to de-register on the Portal.
- You may terminate the Agreement at any time, by de-registration on the Portal.
- Any provision of the Agreement which imposes an obligation or creates a right that by its nature will be valid after termination or expiration of the Agreement, shall survive the termination or expiration of the Agreement.
- Without limiting TMF’s other remedies, TMF may issue a warning, or temporarily or indefinitely suspend or terminate Your Account, refuse Your access of the Platform, and/ or remove your name and logo from the Platform (as the case maybe) if: (a) You breach the letter or spirit of any terms and conditions of the Agreement; or (b) TMF believes in its sole discretion that Your actions may cause legal liability for You, or for TMF or are contrary to the interests of the Platform. In the event TMF exercises such right, You must not continue to use the Platform under the said Account, a different account, or register under a new account.

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- When Your Account is terminated for any reason, You will no longer have access to the Platform, along with any data, messages, files and other material You keep on the Platform. The material, if any, shall be forthwith deleted by You.

2.34. Dispute Resolution and Governing Law

- The Agreement and any contractual obligation between TMF and You under the Agreement shall be governed by the laws of India, subject to the exclusive jurisdiction of the courts at Pune, Maharashtra.
- TMF may at its option, seek to settle any dispute arising out of or in connection with the Agreement through mediation in accordance with the Alternate Dispute Resolution and Mediation Rules, 2003.
- In the event that TMF and You are unable to amicably resolve a dispute pursuant to mediation within thirty (30) days, You hereby expressly agree that all disputes shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in the English language. The seat of arbitration shall be Pune. The arbitration shall be conducted by a sole arbitrator appointed by TMF.
- Arbitration awards shall be reasoned awards and shall be final and binding on TMF and You, and shall be enforceable in any court of competent jurisdiction.

2.35. Waiver

TMF's failure to enforce any provision of the Agreement or respond to a breach by You shall in no way imply a waiver of TMF's right to subsequently enforce any provision of the terms of the Agreement or to act with respect to similar breaches by You.

2.36. Force Majeure

Neither of the parties to the Agreement shall be responsible for the failure to perform or any delay in performance of any obligation hereunder due to, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, lockdowns, operation of law, epidemics, pandemics, cyberattacks, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party shall be extended by the period of such delay.

2.37. Notices

All notices and communications to the Platform shall be in writing, in English and shall be sent to info@techmahindrafoundation.org.

All legal notices and communications will be served to the email or postal address You provide to us while enrolling as a User on the Platform. Notice will be deemed given to You 24 hours after such email notice has been sent and/ or written notice has been received.

2.38. Interpretation

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- Headings, subheadings, titles, subtitles to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of the Agreement and shall be ignored in construing the same;
 - Words denoting the singular shall include the plural and words denoting any gender shall include all genders;
 - The words “include” and “including” are to be construed without limitation; and
 - References to the word “Your” shall have the same meaning as “You”.

2.39. Feedback

You may voluntarily provide Your input regarding the Platform including, without limitation, comments or suggestions regarding the possible modification, correction, improvement or enhancement of the Platform (collectively “**Feedback**”). You agree that TMF decided to use such Feedback, TMF shall be entitled to use the Feedback for any purpose and in any manner, without prior written notice to You, and without any restriction and remuneration of any kind to You. Feedback provided by You shall be deemed to be non-confidential. You represent and warrant that (i) Your Feedback does not contain Your or any third party confidential or proprietary information; (ii) TMF is not under any obligation of confidentiality, express or implied, with respect to the Feedback.

3. SPECIFIC TERMS OF USE FOR END USERS

The terms in this clause 3 are applicable only to End Users in addition to other terms and conditions provided in clauses 1 and 2 of this Terms of Use.

- 3.1. You shall be required to provide Your registered phone number as part of the registration process on the Platform. By registering on the Platform, and clicking on the ‘I accept’ tab at the time of registering or accessing the Platform or otherwise providing Your personal information, You agree to have given express and specific consent for such collection and processing of data for the purpose of use of the Platform.
- 3.2. You agree to provide true, accurate and complete information as prompted for registration on the Platform. If You provide any information that is untrue, inaccurate, not current, incomplete, or if TMF has reasonable grounds to suspect that the information provided by You is untrue, inaccurate, not current, incomplete, or not in accordance with the terms of the Agreement, TMF reserves the right to indefinitely suspend, terminate or block Your Account, and refuse to provide You with access to the Platform in future.
- 3.3. You agree that You shall only select the Third Party Professional who provides counselling/ consultation services in the category You are seeking such services, and You agree that the Platform/ TMF shall not be liable for any incorrect selection made by You.
- 3.4. You agree that the Platform/ TMF shall not be liable for the availability, quality, continuity or accuracy of the counselling/ consultation services provided by the Third Party Professional.

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- 3.5. You hereby acknowledge and understand that You may share various information including SPI with the Third Party Professional after visiting their website through the Platform and TMF shall not be responsible for protecting any of the information shared or any breach by the Third Party Professional of the applicable laws for protecting the shared information.
 - 3.6. You hereby acknowledge that a Third Party Professional's website may get terminated/ de-listed from the Platform after You visit the website through the Platform and in such cases TMF shall not be responsible for any prior communication made by You with the Third Party Professional.
 - 3.7. Notwithstanding any other indemnity obligations under this Agreement, You shall indemnify TMF against any claims, losses, damages arising out of breach of Your obligations under this clause.
 - 3.8. You hereby acknowledge that a feedback mechanism may be put on the Platform and You shall be required to rate the Services on a parameter of 1 to 5, or such other parameters as determined by the Platform.

4. SPECIFIC TERMS OF USE FOR THIRD PARTY PROFESSIONALS

The terms in this clause 4 are applicable only to Third Party Professionals who are listed on the Platform and are in addition to other terms and conditions provided in clauses 1 and 2 of this Terms of Use.

- 4.1. You warrant and undertake that You and every individual representing You is duly registered under and in compliance with all applicable laws, regulations and guidelines, including but not limited to the Companies Act, 1956, the Companies Act, 2013, Indian Trust Act, 1882, Partnership Act, 1932, Limited Liability Partnership Act, 2008, Society Registration Act, 1860, Indian Medical Council Act, 1956, Indian Medical Council Regulations, 2002, etc.; and such registration is valid, and has neither been nor is in the process of being revoked/ cancelled.
- 4.2. If any of Your or Your representatives' regulatory licenses are revoked or suspended for any reason by the competent authority, or you are barred from rendering counselling/consultation services or if you are in breach of any applicable laws, You shall forthwith notify TMF, and TMF reserves the right to immediately and indefinitely de-list Your website from the Platform, with or without notice to You.
- 4.3. You agree that You have provided the information listed on the Platform voluntarily, and you have all legal rights, title and interest to all intellectual property rights shared by You which will be displayed on the Platform. You agree that You will not initiate any claim against TMF and/ or the Platform in relation to display of any of Your intellectual property on the Platform, including but not limited to your logo, trademark, domain name, etc. Further, you agree to indemnify TMF and/ or the Platform against any third party claims arising out of or in relation to display of Your intellectual property on the Platform.
- 4.4. You hereby grant TMF explicit consent and grant TMF an irrevocable, perpetual, non-transferable license to display Your name, logo, helpline number, website's link and a brief service description

on the Platform, to enable End Users to select you as an option for seeking counselling/ prescription services, and upon such selection, getting redirected to your website.

- 4.5. You acknowledge and agree that the Platform only connects You with End Users and hence You waive Your rights to institute any claim against TMF arising out of the End User being re-directed to You through the Platform, to avail any services from You on your website; including but not limited to End User's cancellation of any booked appointment, non-payment of any fees, misconduct, misrepresentation, provision of incorrect or inadequate information, etc.
- 4.6. You warrant that information provided by You which has resulted in your selection of being displayed on the Platform as a Third Party Professional is accurate and true.
- 4.7. TMF might engage its own third party vendors to verify Your credentials displayed on the Platform or as mentioned in Clause 4.1. You hereby give explicit consent and authorize TMF to share such credentials with TMF's third party vendors.
- 4.8. TMF may reach out to You to access information about the increase in footfall due to the platform and may ask for feedback about the platform. You shall need to agree to let TMF access information relevant to the platform.
- 4.9. In the event any End User makes a claim against TMF/ the Platform for Your termination/ de-listing from the Platform whether initiated by You or TMF, You shall indemnify TMF/ the Platform against such claim.
- 4.10. Notwithstanding any other indemnity obligations under this Agreement, You shall indemnify TMF against any claims, losses, damages arising out of breach of Your obligations under this section.
- 4.11. By agreeing to this Terms of Use You shall be deemed to sign below undertaking:

"I undertake that I and every individual providing services through my organization is and shall be duly registered, licensed and qualified to practice medicine, provide counselling and consultation services in health care, wellness, career and relationships as per applicable laws/regulations/guidelines set out by the concerned competent authority."
