

Terms and Conditions

1. SCOPE OF TERMS & CONDITIONS

The services under website stylised as myava.in is being provided by and you are contracting with:

Atus Technologies Private Limited

E004, Celebrity Signature, Doddathugur, Electronic City, Phase I, Bangalore- 560100.

Unless otherwise indicated, these Terms and Conditions of Service ("Terms & Conditions") and the Privacy terms ("Privacy Policy"), which together constitute a legal and binding agreement ("Agreement") between the users and us, applies to: (i) your use of and/or access to the myava.in website ("Website") which is owned and/or operated by Atus Technologies Private Limited and our Affiliates (collectively, "myava", "we," "us," or "our"), and (ii) your use of and/or access to the mobile phone applications which we may own or operate currently or in the future (collectively, the "Mobile App") and (iii) your use of and or access to any content or information and other online or mobile-enabled technology, digital tools and other services and products provided by us (together with the Website and the Mobile App, collectively, the "Services"). For purposes of this Agreement, "Affiliates" shall mean any entity or person, directly or indirectly, owning a controlling interest in, owned by, or under common ownership control with Atus Technologies Private Limited.

This Agreement further defines the terms and conditions under which you are allowed to use the Website and describes the manner in which we shall treat your account while you are registered as a member with us. If you have any questions about any part of the Agreement, feel free to contact us at support@myava.in. We are committed to protecting your privacy and security. For more information, you should review our Privacy Policy which are incorporated into these Terms & Conditions by reference.

This Agreement is applicable to all Users, accessing the Services provided hereunder, including but not limited to:

- i. Medical practitioner, practicing as a gynaecologist/obstetrician, endocrinologist, dermatologist; who possesses any recognised medical qualification as defined in clause (h) of s. 2 of the Indian Medical Council Act, 1956, and who is enrolled on a State Medical Register as defined in clause (k) of that section. ("**Practitioner(s)**"); and/or
- ii. A patient, seeking to consult with Practitioners through the Website; or otherwise a user of the Website ("**you**" or "**User**").

All the terms are applicable to all Users of the Website, however certain terms may be specific to Practitioners, and the same shall be indicated where applicable. However, your access to use of the Website and the Services will be solely at the discretion of myava.

DOWNLOADING OR ACCESSING THE WEBSITE TO USE THE SERVICES, BY AVAILING ANY SERVICE, YOU SIGNIFY YOUR ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. YOU IRREVOCABLY ACCEPT ALL THE TERMS STIPULATED IN THIS AGREEMENT AND AGREE TO ABIDE BY THEM. THIS AGREEMENT SUPERSEDES ALL PREVIOUS ORAL AND WRITTEN TERMS AND CONDITIONS (IF ANY) COMMUNICATED TO YOU RELATING TO YOUR USE OF THE WEBSITE TO AVAIL THE SERVICES. IF YOU ARE NOT WILLING TO BE OR CANNOT BE BOUND BY THE AGREEMENT, THEN DO NOT ACCESS, BROWSE OR USE THE SERVICES. MOREOVER, MYAVA DOES NOT AND WILL NOT GRANT YOU ANY RIGHT OR LICENSE TO ACCESS, BROWSE OR THE SERVICES WITHOUT YOUR WILLINGNESS AND ABILITY TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT.

IF YOU DO NOT ABIDE BY THE PROVISIONS OF THESE TERMS AND CONDITIONS, EXCEPT AS WE MAY OTHERWISE PROVIDE FROM TIME TO TIME, YOU AGREE THAT WE MAY IMMEDIATELY DEACTIVATE OR DELETE YOUR USER ACCOUNT AND ALL RELATED INFORMATION AND FILES IN YOUR USER ACCOUNT AND/OR RESTRICT ANY FURTHER ACCESS TO SUCH INFORMATION AND/OR FILES, OR OUR SERVICES, WITH OR WITHOUT NOTICE.

You must exercise caution, good sense and sound judgment in using the Services. You are prohibited from violating, or attempting to violate, the security of the Services. Any such violations may result in criminal and/or civil penalties against you. myava will investigate any alleged or suspected violations and if a criminal violation is suspected, we may contact and/or cooperate with law enforcement agencies in their investigations.

2. AGREEMENT AND ACKNOWLEDGEMENT

a. User Agreement. By using the Services, you accept these terms and agree to be legally bound and to abide by the terms contained or referenced herein, just as if you had signed them.

b. Changes to Terms and Conditions. From time to time, we may, in our sole discretion, change, modify, supplement or remove portions of these Terms & Conditions ("Additional Terms"). Such Additional Terms shall become effective upon posting by us on the Website, the Mobile App, via the Service or sending you an email or other notification. You will be deemed to have agreed to such Additional Terms by your decision to continue accessing the Mobile App or the Website or otherwise using any of the Services following the date in which such Additional Terms become effective.

c. Modification of Services. In our sole discretion and without prior notice or liability, we may discontinue, modify or alter any aspect of the Services provided to you, including, but not limited to, (i) restricting the time the Services are available, (ii) restricting the amount of use permitted, (iii) restricting or terminating any user's right to use the Services and (iv) changing any feature or functionality provided by the Services. You agree that any termination or cancellation of your access to, or use of, the Services may be effected without prior notice. Further, you agree that we shall not be liable to you or any third-party for any termination or cancellation of your access to, or use of, our Services.

d. Downloading Mobile App. You may access the Mobile App which can be downloaded from an applications store or applications distribution platform, such as the Apple Mobile App Store or Google Play, (the "Mobile App Provider"). You acknowledge and agree that: (i) these Terms & Conditions are entered into between us, and not with the Mobile App Provider, and that we are solely responsible for the Mobile App (not the Mobile App Provider); (ii) the Mobile App Provider has no obligation to furnish any maintenance and support services with respect to the Mobile App; (iii) the Mobile App Provider is not responsible for addressing any claims you have or any claims of any third party relating to the Mobile App or your possession and use of the Mobile App, including, but not limited to: (a) product liability claims; (b) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation; (iv) in the event of any third party claim that the Mobile App or your possession and use of that Mobile App infringes that third party's intellectual property rights, we will be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms & Conditions; (v) the Mobile App Provider and its subsidiaries are third party beneficiaries of these Terms & Conditions as it relates to your license of the Mobile App, and that, upon your acceptance of these Terms & Conditions, the Mobile App Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms & Conditions as related to your license of the Mobile App against you as a third party beneficiary thereof; and (vi) you must also comply with all applicable third party terms of service when using the Services.

3. ELIGIBILITY

We do not permit individuals under 18 years of age to become registered users of our Services. By using the Services, you represent and warrant that you are at least 18 years of age and have the right, authority and capacity to, enter into and to abide by the terms of this Agreement. Due to the physiological sensitivity that occurs with pregnancy and our inability to provide collaborative care with physicians/other medical professionals, individuals who are pregnant will be unable to use our Services.

4. SERVICES: SUBSCRIPTIONS, FUNCTIONALITIES AND FEATURES

4.1 What it entails:

Our services consists of: (i) Consult functionality- where the Users can consult with Practitioners (endocrinologists, gynaecologists and dermatologists mainly), fitness experts and dieticians, (ii) Health-related Articles Feed feature- where Users can access information related to PCOS and other hormonal issues posted by myava in-house specialists/ experts; and (iii) Q&A Feed feature- where users can post queries and communicate with other users. (collectively these shall be termed as “Services”).

However, the speciality of myava is not just assisting Users suffering from hormonal imbalances such as PCOS, hypothyroidism and their effects such as hairfall, skin issues and the like, to consult with appropriate Practitioners, but also further provide them with various health plans to assist them with their diet and fitness, basis their requirement. There are customisable plans with a fitness expert, dietician and Practitioner (especially gynaecologist/endocrinologist/dermatologist) for a period one (1) month, three (3) months, six(6) months, one (1) year, where the Users can access the Mobile App or the Website and track: food and/or drink/beverage intake and; workout on the Mobile App or Website in their registered account which shall be regularly monitored by the dedicated team as chosen under the appropriate health plan, to help the Users achieve the intended goal of weight loss or achieve a certain fitness level or manage the hormonal imbalances/ their outcomes better. These Services shall be termed “Paid Services”. The subscription to Paid Services shall be termed “Paid Subscriptions”.

Paid Subscriptions typically require a fee to be paid by the User to use the Paid Services. You do not have to become a paid User (“Paid Subscriber”) to use all the Services. However, if you are not a Paid Subscriber, you may be precluded from using Paid Services, components, content, features, or resources of our Services. We reserve the right to eliminate or modify any or all of the functionality of the Services/Paid Services at any time without any prior notice to you.

Whether or not you use the basic Services or the Paid Services, you are responsible for all charges and fees associated with connecting to and using the Website and/or Mobile App, including without limitation all telephone access lines (including mobile data and data roaming charges, when applicable), telephone and/or internet service provider fees, telephone and computer equipment, sales taxes and any other fees and charges necessarily applicable for You to access our Website and/or Mobile App.

4.2 Process involved incase of various Paid Subscriptions:

a. User with hormonal imbalance issues such as PCOS/hypothyroidism/ their trigger issues i.e. skin problems and/or hair loss and/or weight management, consults with Practitioners;

- b. Opts to choose a plan basis their problem, for a time period of one(1) month, three(3) months, six(6) months, one(1) year;
- c. User chooses dietician and/or fitness expert;
- d. User completes payment and becomes a Paid Subscriber;
- e. Paid Subscriber books individual appointments (chat and video consult) with the dietician and fitness expert and sets the goals as either hormonal balance, weight management or hair loss improvement or skincare or such option that the Paid Subscriber wants;
- e. Paid Subscriber is put on medicine prescription, a diet plan and a fitness plan; and
- f. Our tracking tools for each of the above prescriptions help the Paid Subscriber track their progress through the duration of the subscription.






4.3 Basic Services and terms involved:

4.3.1 Consult functionality

Consult is a Service provided by myava that allows Users & Practitioners to communicate via a chat window through video calling. The Users can opt to chat with the Practitioners listed, basis their ailment and the specialisation of the Practitioners, by having paid for the same by the User.

4.3.1.1 Terms for Users:

The Users expressly understand, acknowledge and agree to the following set forth herein below:

- a. Users can choose the Practitioners listed on the Website.
- b. In case any prescription is being provided to User by the Practitioner, the same is being provided basis the online consultation, however it may vary when examined in person, hence, in no event shall the prescription provided by Practitioners be relied upon as a final and conclusive solution at all times.
- c. The Users agree to use the advice from Practitioner on the Website pursuant to:
 -  an ongoing treatment with their medical practitioner;
 -  a condition which does not require emergency treatment, physical examination or medical attention;
 -  medical history available as records with them for reference;
 -  a record of physical examination and report thereof with them, generated through their local medical practitioner;
 -  consultation with their medical practitioner before abandoning or modifying their ongoing treatment.
- d. The User agrees that by using Consult, the Practitioners on Consult will not be conducting physical examination of the Users, hence, they may not have or be able to derive important information that is usually obtained through a physical examination. User acknowledges and agrees that the User is aware of this limitation and agrees to assume the complete risk of this limitation.

- e. The User understands that Consult shall not form a substitute for treatment that otherwise needs physical examination/immediate consultation. Further, the User understands that the advice provided by the Practitioner is based on general medical conditions and practices prevalent in India, to the best of his knowledge and ability, and not for conditions which are territory specific for regions other than India, irrespective of where the User is procuring medical services or engaging in communication with the Practitioner.
- f. During the consultation and thereafter, the Practitioner may upload the prescription/health records of the User on the account of the User on the Website for access of the User.
- g. Notwithstanding anything contained herein, myava is not in any manner responsible for any drug/medicines prescribed or the therapy prescribed by the Practitioner.
- h. If Practitioner responds to the User's query, the system could trigger communications to the User, in the form of notification/text/email/others. The User further understands that myava may send such communications like text messages/email/calls before and/or after Practitioner's consultation (physical or online) to User's mobile number, based on the Practitioner's settings (through the Website). However, and notwithstanding anything to the contrary in this Agreement, myava does not take responsibility for timeliness of such communications.
- i. Consult is merely a consulting model, any interactions and associated issues with the Practitioner on Consult including but not limited to the User's health issues and/or the User's experiences is strictly between the User and the Practitioner.
- j. Any conversations that the Users have had with the Practitioner will be subject to doctor patient confidentiality and treated as such as per the applicable laws, myava policies, including the myava guidelines and subject to confidentiality.
- k. The User hereby agrees to myava's medical team carrying out an audit of his/her consultations on the Consult feature for the purpose of improving treatment quality, user experience, and other related processes. The User acknowledges that the subject matter of audit may include texts, messages, photographs, reports, audio or video recordings or any other material exchanged between the User and the Practitioner which could inter alia include User's personal information, including sensitive personal information. This personal information will be processed in accordance with myava's Privacy Policy.
- l. User shall refrain from raising any personal queries or advice on the Consult feature which are not related to a specific disease / medicine.
- m. Users shall not use abusive language on the Consult feature. In the event of an abuse from the User is reported by a Practitioner, myava reserves the right to block such Users from the Consult feature and myava is not responsible for honouring any refund request towards his/her consultation on the Consult feature.
- n. Users may share images or videos of the affected areas of their body parts with the Practitioner only if it is absolutely necessary for diagnosing his/her condition and if he/she is personally comfortable in sharing such images or videos, myava shall not

be responsible for any such images or videos shared by the Users with the Practitioners.

- o. Users shall ensure that any interaction/communication with the Practitioners, including sharing images or videos of the body parts, shall be only through the Consult feature. The Users shall not rely on any other external modes of communication for interacting/communicating with the Practitioners.
- p. Users shall be prepared to share all relevant documents or reports to the Practitioner promptly upon request.
- q. For every paid consultation on Consult, the Users shall not obtain consultation for more than one User. In the event, the Users attempt to obtain consultation for more than one User through a single paid consultation on the Consult feature, such consultations will not be addressed by the relevant Practitioner.
- r. Users shall not persuade Practitioners to prescribe drugs (including higher dose strength) that do not conform to the Consult prescription policy. The restricted drugs are as follows:
 - ☞ Medication for Medical Termination Pregnancy (MTP)
 - ☞ Drugs under the following pharmaceutical classifications such as; sedatives, hypnotics, opioids, schedule X drugs, or fourth generation antibiotics.
- s. If restricted drugs are indicated for treatment or management of a disease or condition by a Practitioner, the User shall physically visit the Practitioner of their choice to confirm the requirements/necessity for prescribing such restricted drugs.
- t. User understands and agrees to provide accurate information and will not use the Consult feature for any acts that are considered to be illegal in nature.
- u. If User decides to engage with a Practitioner to procure medical services or engages in communication, exchange of money for services outside of Consult feature, User shall do so at their own risk. myava shall not be responsible for any breach of Service or Service deficiency by any Practitioner.
- v. The User agrees and understands that the transaction with the Practitioner are subject to jurisdiction of Indian laws and that any claim, dispute or difference arising from it shall be subject to the jurisdiction provision as contained in the Terms and Conditions hereunder, at all times. The User further agrees and understands that the Practitioner is a medical practitioner who is licensed to practice medicine in India and the onus is on the User to determine if he/she is eligible to consult with the Practitioners via the Website. It is expressly clarified that at no point in time can it be construed that the Practitioner is practicing medicine in a territory other than India, irrespective of where the User is located and procures medical services or engages in communication with the Practitioner, in any manner whatsoever.
- w. The User shall indemnify and hold harmless myava and its affiliates, subsidiaries, directors, officers, employees and agents from and against any and all claims, proceedings, penalties, damages, loss, liability, actions, costs and expenses (including but not limited to court fees and attorney fees) arising due to or in relation to the use of Website by the User, by breach of the Agreement or violation of any law, rules or regulations by the User, or due to such other actions, omissions or commissions of the User that gave rise to the claim.

- x. The User shall make payment using the payment gateway to make payments online, solely at User's discretion. Should there be any issues with regard to the payment not reaching the myava account, the User may contact myava's support team on support@myava.in.

4.3.1.2 Terms for Practitioners:

- a. The Practitioner shall promptly reply to the User after receiving User's communication. In case of non-compliance with regard to adhering to the applicable laws/rules/regulations/guidelines by the Practitioner, myava shall have the right to replace such Practitioners for the purpose of consultation to the User.
- b. The Practitioner further understands that, there is a responsibility on the Practitioner to treat the User, as the Practitioner would have otherwise treated the User on a physical one-on-one consultation model.
- c. The Practitioner has the discretion to cancel any consultation at any point in time in cases where the Practitioner feels, it is beyond his/her expertise or his/her capacity to treat the User. In such cases, it may trigger a refund to the User and the User has the option of choosing other Practitioners. However, it is strongly recommended that the Practitioner advise the User and explain appropriately for next steps which may include referring the User for further evaluation.
- d. The Practitioner is and shall be duly registered, licensed and qualified to practice medicine/ provide health care, wellness services, as per applicable laws/regulations/guidelines set out by competent authorities and the Practitioner shall not be part of any arrangement which will prohibit him/her from practicing medicine within the territory of India. The Practitioner shall at all times ensure that all the applicable laws that govern the Practitioner shall be followed and utmost care shall be taken in terms of the consultation/ services being rendered.
- e. Practitioner shall ensure that, the consultation online is treated as an in-clinic consultation and provide advice to the best of Practitioners' knowledge.
- f. For direct consultations on the Consult feature, the practitioner shall ensure that they respond to User's health concern within a maximum of two (2) hours of the Practitioner receiving the message (in exceptional circumstances, where the consultation was allocated to a Practitioner without their acceptance). However, the time frame for response shall be between 10 am to 8 pm.
- g. In case, the Practitioner accepts a User's consultation by their own choice, then such Practitioners shall ensure to provide a response within five (5) minutes of accepting the said consultation. Also, the response time for a Practitioner during an active consultation shall not exceed five (5) minutes.
- h. In case, the Practitioner has marked himself/herself available for a particular consultation on the Consult feature and in the event a consultation has been auto allocated to a Practitioner, then such Practitioners shall ensure to provide a response to the User within five (5) minutes of accepting the consultation and during the active consultation period.
- i. Practitioners should provide e-prescriptions to the Users only via the prescription module. However, when the Practitioner creates an e-prescription, the Practitioner will be required to confirm the e-prescription with their electronic signature

explicitly or implicitly by clicking on the signature option made available or any other form of opt-in methods as provided therein. The Practitioner hereby agrees and covenants to be responsible and liable for the content of e-prescription and the authenticity of his signature signed electronically. In addition to any indemnity warranties provided else-where in the Agreement, the Practitioner hereby agrees to hold myava, its officers, employees, agents and affiliates harmless from any claims, damages, losses or penalties arising out of any third party claims in connection with the validity of the e-prescription, its content and/or electronic signature.

- j. For a Practitioner to complete a consult, it is mandatory to provide a consultation summary via the e-prescription module to all Users. The recommended contents (at least one) of the said consultation summary are as follows:

- ☐ Summary of presenting illness
- ☐ Provisional diagnosis
- ☐ Medicine posology including side effects if any
- ☐ Diagnostics
- ☐ Lifestyle changes
- ☐ Other instructions if any
- ☐ Referral for physical consultation (if necessary)

- k. Where the Practitioner learns that a physical consultation is mandatory for accurate diagnosis and resolution of the case, the Practitioner shall mandatorily be required to provide a patient referral for physical evaluation along with required information via the prescription module.
- l. Practitioners shall not prescribe, medical termination pregnancy medication, sedatives, Hypnotics, opioids, schedule X drugs, or fourth generation antibiotics on the Consult feature. If any such drugs are indicated for treatment for a given consultation, the Practitioner shall refer the User for a physical consultation.
- m. In the event the Practitioner learns about physical abuse, sexual misconduct (especially in minors), or User self-harm (suicide: planned, attempted or completed), the Practitioner agrees to report such events to myava via the email: support@myava.in immediately
- n. The Practitioners agrees not to request see for images or video of the User's private body parts in any manner whatsoever until and unless all other options have been exhausted to diagnose the User's condition and it is absolutely necessary to arrive at a probable diagnosis.
- o. If Practitioner needs to change the status to 'unavailable', the same could be changed after having completed all the open consultations. In case the Practitioner leaves a consultation open and changes the status to 'unavailable', the Practitioner understands that he shall be liable to pay such penalty as may be imposed by myava, in these cases.
- p. The Practitioner is not allowed to use any other website feature externally other than the Consult feature for the purpose of interacting/communicating with the User and any attempt by the Practitioner to interact with the Users through any other external means of communication will amount to violation of this Agreement by the Practitioner.

- q. If the Practitioner's performance on the Consult feature is not compliant with the expected guidelines of myava or the Practitioner is found to be misusing the Consult feature, the Practitioner may result in losing the privilege of using the Consult feature & feature.
- r. The Practitioner acknowledges that should myava find the Practitioner to be in violation of any of the applicable laws/rules/ regulations/guidelines set out by the authorities then myava shall be entitled to cancel the consultation with such Practitioner or take such other legal action as may be required.
- s. In case of there being any technical failure, at the time of transaction and there is a problem in making payment, User may contact myava's support team via online chat: support@myava.in.
- t. It is further understood by the Practitioner that the information that is disclosed by the User at the time of consultation is personal information and is subject to all applicable privacy laws, shall be confidential in nature and subject to User and Practitioner privilege.
- u. The Practitioner understands that myava makes no promise or guarantee for any uninterrupted communication and the Practitioner shall not hold myava liable, if for any reason the communication is not delivered to the User(s), or are delivered late or not accessed, despite the efforts undertaken by myava
- v. The Practitioner understands that myava makes no promise or guarantee for the number of consultations that will be allocated to a Practitioner on the Consult feature. The consultations allocated to a Practitioner will depend upon various factors, which inter-alia includes, Consult response time, patient feedback and number of practitioners available, etc., It is the responsibility of the Practitioner to keep a track of their overall performance using the myava application.
- w. It shall be the responsibility of the Practitioner to ensure that the information provided by User is accurate and not incomplete and understand that myava shall not be liable for any errors in the information included in any communication between the Practitioner and User.
- x. The Practitioner shall indemnify and hold harmless myava and its affiliates, subsidiaries, directors, officers, employees and agents from and against any and all claims, proceedings, penalties, damages, loss, liability, actions, costs and expenses (including but not limited to court fees and attorney fees) arising due to the Services provided by Practitioner, violation of any law, rules or regulations by the Practitioner or due to such other actions, omissions or commissions of the Practitioner that gave rise to the claim.
- y. The Practitioner hereby agrees to myava's medical team carrying out an audit of his/her consultations on the Consult feature for the purpose of improving treatment quality, user experience, and other related processes. The Practitioner acknowledges that the subject matter of audit may include their personal information. This personal information will be processed in accordance with myava's Privacy Policy.

4.3.1.3 Refund policy for Users:

- a. In the event it is proved that the Practitioners have acted in contravention of any applicable laws, myava shall provide complete refund to the User, subject to investigation undertaken by myava.
- b. If the cancellation is due to the abusive nature of the User, such User shall not be eligible for any refund and myava/Practitioner shall be entitled to take any legal action, depending upon the gravity of the matter.
- c. User shall refrain from raising any personal queries or advise on the Consult feature which are not related to a specific disease / medicine. In the event the User raises any such personal queries or advice on the Consult feature, myava reserves the right to terminate the consultation of such Users and further, such Users will not be entitled to any refund.
- d. In case a Practitioner does not respond to a paid consultation within ten (10) minutes from the time of starting a consultation on the Consult feature, or does not respond for more than fifteen (15) minutes during an active consultation, the User shall have the right to request for a refund and any amounts paid by the User with respect to the such consultations will be refunded.
- e. In case a Practitioner does not provide a consultation summary prescription for a particular consultation, then the User shall have the right to request for a refund and any amounts paid by the User with respect to the such consultations will be refunded. Refunds will not be provided if the Practitioner has provided a consultation summary prescription to the User.
- f. In case a Practitioner is unreasonably abrupt or quick to complete a particular consultation on the Consult feature, then the User shall have the right to request for a refund. myava shall provide complete refund to the User, subject to investigation undertaken by myava.
- g. myava reserves the right to permanently block Users from the Consult feature in the event myava receives multiple cancellation request from such Users for reasons which do not form part of the cancellation policy of myava.
- h. Users are allowed a period of three (3) days to flag any consultation as inadequate, and request for a refund. No refund requests shall be considered thereafter.
- i. Users can request a refund by contacting myava's online chat support: support@myava.in
- j. myava shall check the details and process the refund where applicable, solely at its discretion. After a refund request is processed, the money will be refunded to the User in seven (7) working days from the day refund has been approved from myava.
- k. In the event a User raises any concerns regarding the inappropriateness of a particular consultation on the Consult feature, the User agrees that the refund or any other outcome for any such concerns raised by the User will be subject to a detailed review of the said concerns by myava as per myava's internal policies.
- l. In all matters related to refund and settlement under this Agreement, myava shall decide so at its sole and absolute discretion after detailed review of the matter and taking into account all the involved parties' information. The decision of myava shall be final in this regard.

4.3.1.4 Express Disclaimers:

- a. Consult is intended for general purposes only and is not meant to be used in emergencies/serious illnesses requiring physical consultation. Further, if the Practitioner adjudges that a physical examination would be required and advises 'in-person consultation', it is the sole responsibility of the User, to book an appointment for physical examination and in-person consultation whether the same is with the Practitioner listed on the Website or otherwise. In case of any negligence on the part of the User in acting on the same and the condition of the User deteriorates, myava shall not be held liable.
- b. Consult is a feature being made available to Users to assist them to obtain consultation from Practitioners and does not intend to replace the physical consultation with the Practitioner.

4.3.2 Health-Related Articles Feed Feature

- a. Health feed is an online content feature available on the Website, wherein our in-house experts who have created a myava profile with us can login and post health and wellness related content. Our experts, use the health feed by logging in from their account, creating original content comprising text, audio, video, images, data or any combination of the same, and uploading said content to myava's servers ("myava Content"). myava shall post myava Content to Health feed at its own option and subject to the Agreement. The myava Content uploaded on Health feed does not constitute medical advice and may not be construed as such by any person.
- b. Our experts acknowledge that they are the original authors and creators of any myava Content uploaded by them via myava Health feed and that no myava Content uploaded by them would constitute infringement of the intellectual property rights of any other person. myava reserves the right to remove any myava Content which it may determine at its own discretion as violating the intellectual property rights of any other person, including but not limited to patent, trademark, copyright or other proprietary rights. The experts who have uploaded myava Content agree to absolve myava from and indemnify myava against all claims that may arise as a result of any third party intellectual property right claim that may arise from the experts' uploading of any myava Content on the Health feed. The experts also agree to absolve myava from and indemnify myava against all claims that may arise as a result of any third party intellectual property claim that could arise by the usage of myava Content.
- c. The User acknowledges that all intellectual property rights in the User comments and responses on Q&A Feed vests with myava. The User agrees not to infringe upon myava's intellectual property by copying or plagiarizing content on Health feed. myava reserves its right to initiate all necessary legal remedies available to them in case of such an infringement by the User. Also, User Comment will be the sole intellectual property of myava. The User agrees not to post User Comment that would violate the intellectual property of any third party, including but not limited to patent, trademark, copyright or other proprietary rights. myava reserves the right to remove any User Comment which it may determine at its own discretion as violating the intellectual property rights of any third party. The User agrees to absolve myava from and indemnify myava against all claims that may arise as a

result of any third party intellectual property right claim that may arise from the User Comment.

- d. Our experts hereby assign to us, in perpetuity and worldwide, all intellectual property rights in myava Content created and uploaded by the experts via Health feed.
- e. myava shall have the right to edit or remove myava Content and any comments in such manner as it may deem Health feed at any time.

4.3.3 Q&A Feed Feature

- a. The Users community can ask any health-related questions and seek answers.
- b. User acknowledges that the User comments, queries and responses and so on, reflects the views and opinions of the Users only and do not necessarily reflect the views of myava.
- c. Users agree that, comments or queries or responses that they access on Q&A Feed does not in any way constitute medical advice and that the responsibility for any act or omission by the User arising from the User's interpretation of the responses received to their queries, is solely attributable to the other users. The User agrees to absolve myava from and indemnify myava against all claims that may arise as a result of the User's actions resulting from the responses received to the queries posted on the Q&A Feed.
- d. User shall ensure that the User comments or queries or responses are not harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic or libelous in any manner. Further, User should ensure that the User comments or queries or responses are not invasive of any other person's privacy, or otherwise contains any elements that is hateful, racially or ethnically objectionable, disparaging, or otherwise unlawful in any manner whatever. myava reserves the right to remove any User comments or queries or responses which it may determine at its own discretion is violative of the Agreement or any law or statute in force at the time. Also, the User agrees to absolve myava from and indemnify myava against all claims that may arise as a result of any legal claim arising from the nature of the User comments or queries or responses.
- e. User shall ensure that the User comments or queries or responses are not threatening the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order. Further the User shall ensure that the User comments or queries or responses will not cause incitement to the commission of any cognisable offence or prevent investigation of any offence or is insulting to any other nation.

- f. The Users, shall ensure that the User comments or queries or responses are not harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic or libelous in any manner. Further, User should ensure that the User comments or queries or responses are not invasive of any other person's privacy, or otherwise contains any elements that is hateful, racially or ethnically objectionable, disparaging, or otherwise unlawful in any manner whatever. myava reserves the right to remove any User comments or queries or responses are which it may determine at its own discretion is violative of this Agreement or any law or statute in force at the time. Also, the User agrees to absolve myava from and indemnify myava against all claims that may arise as a result of any legal claim arising from the nature of the User comments or queries or responses are posted by the User on myava Q&A Feed.

5. FEES, RENEWAL, CANCELLATIONS & REFUND POLICIES

If you are our Paid Subscriber, you further agree as follows:

a. Agreement to Pay.

If you are a Paid Subscriber, you will be responsible for the fixed and periodic charges and fees you selected at the time of subscription. Applicable taxes, and other charges and fees incurred in order to access the Paid Services may also apply.

b. No Refund Policy (i) All fees and charges assessed by us are **non-refundable**.
(ii) If you do not wish to continue your usage of our Paid Services after the term completion, you can simply opt to not renew your subscription.

c. Modifications. We reserve the right to revise the terms of the fee chargeable, cancellation and/or refund policies, upon reasonable advance notice communicated to you through a posting on the Website and/or Mobile App or such other means as we may deem appropriate from time to time (including electronic mail or conventional mail). Any changes made will apply to all memberships created or renewed after the date such change was implemented.

6. USER ACCOUNT AND SECURITY

The terms in this Clause 6 are applicable only to Users other than Practitioners.

In connection with your use of certain features of the Services, you will be required to complete a registration form. You represent and warrant that all user information you provide on the registration form or otherwise in connection with your use of the Services will be current, complete and accurate. As a user, you are entirely responsible for maintaining the confidentiality of your user account information, including but not limited to, your account access information and password. You may not use the account or user name of any other member at any time. You must

notify us immediately in the event of any known or suspected unauthorized use of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your or anyone else's user account information. We are/shall not be responsible in any manner for the authenticity of the personal information or sensitive personal data or information supplied by you to us or to any other person acting on behalf of us.

You are also entirely responsible for any and all activities which occur under your user account. We will not be liable for any loss that you incur as a result of someone else using your account, either with or without your knowledge. You may also be held liable for any losses incurred by myava, its affiliates, officers, directors, employees, consultants, agents and representatives due to someone else's use of your account.

We may for the purposes of the Services, collect information relating to the devices through which you access the Website, and anonymous data of your usage. The collected information will be used only for improving the quality of myava's services and to build new services.

The Website allows us to have access to Users' personal email or phone number, for communication purpose so as to provide you a better way of booking appointments and for obtaining feedback in relation to the Practitioners and their practice. myava may use such information collected from the Users from time to time for the purposes of debugging customer support related issues.

As a Paid Subscriber, you further agree as follows:

a. Subscription Data. For purposes of your use of the Paid Services including identification and billing, you agree to provide us with true, accurate and complete information as required by the subscription or sign up process to the Paid Service ("Subscription Data"). Please refer to our Privacy Policy for more detailed information on the types of information we collect. You agree to maintain and promptly update the Subscription Data and any other information you provide to us to keep it accurate. Without limiting any other provision of the Agreement, if you provide any information that is untrue, inaccurate, or incomplete, or we have reasonable grounds to suspect that such is the case, we reserve the right to suspend or terminate your user account or subscription and refuse any and all current or future use by you of our Services (or any portion thereof). You are obligated to check whether your Subscription Data is current and accurate, and, if not, to correct or update your Subscription Data. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or myava has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, myava has the right to discontinue the Paid Services at its sole discretion.

b. One Account Per User. You agree not to register or subscribe for more than one account, create an account on behalf of someone else, or create a false or misleading

identity on this Website. If your registration or subscription is revoked for any reason, you agree not to register or subscribe again with our Services using another user name or through any other means. If we have reason to suspect, in our sole discretion, that your account has previously been terminated, we reserve the right to terminate any new accounts you have registered without any notice to you, or to exercise any other remedies available to us under the Agreement or by law.

7. CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS FROM MYAVA & BUSINESS CUSTOMERS

a. Legal Communications. We may send the following to you by email or posting them on the Website and/or the Mobile App: the Agreement, including legal disclosures; future changes to the Agreement, Privacy Policy, and other notices, legal communications or disclosures and information related to the Services. Such communications are part of the Services which you cannot opt out of receiving.

b. Service Announcements. In using the Services, you may receive periodic electronic communications from myava regarding the Services, such as new product offers and other information regarding the Website and/or the Mobile App, which are part of the Services and which you cannot opt out of receiving.

c. Promotional Communications. You may also receive periodic promotions and other offers or materials myava believes might be of interest to you. You can opt-out of receiving these promotional messages at any time by (a) following the unsubscribe instructions contained in each message; or (b) changing the messaging preferences in your account.

d. Withdrawing Your Consent. If you later decide that you do not want to receive future Communications electronically, please send an email to support@myava.in. Your withdrawal of consent shall be effective within a reasonable time after we receive your withdrawal notice described above. Your withdrawal of consent will not affect the legal validity or enforceability of the Agreement provided to, and electronically signed by, you prior to the effective date of your withdrawal. If you withdraw your consent to receive Communications electronically, we may terminate your account and/or access to the Service (or any part thereof).

8. PUBLIC FORUM; INFORMATION PROVIDED BY MEMBERS

a. Definition. "Public Forum" is any area, site or feature offered as part of the Services (including, but not limited to, chat, message board, blog, groups, emails or instant messaging features) that enables you (a) to upload, submit, post, display, perform, distribute and/or view User Content, and/or (b) to communicate, share, or exchange User Content with other members. Except as otherwise provided in our Privacy Policy and as may be allowed legally, all Public Forum communications are public and not private communications. You are, and shall remain, solely

responsible for the User Content that you upload, submit, post, transmit, communicate, share or exchange by means of any Public Forum and for the consequences of submitting or posting same.

b. myava Group. As a subscriber to our Services, you are automatically invited to join and participate in group discussions (“myava Group”) with other Services users that may be designated as a myava Group facilitator by myava (such person or persons, collectively, the “Facilitators”) as well as a fitness expert or dietician, who may be an employee or a contractor of myava, personnel from an unaffiliated third party service provider (such person, a “Coach”). myava Group is a Public Forum, and by using the myava Group, you may receive electronic communications, including group chat messages and/or private messages from Coaches, Facilitators and other myava Group members who are members of the same myava Group. myava Group members can see your user id and public profile, but will not see your email address. If you do not wish to receive messages from other members, you should opt out of a myava Group. Whether you transmit any User Content via private messaging or group chat feature, you agree to abide by our community standards and conduct guidelines at all times. You further acknowledge that by providing you with the ability to distribute User Content in the discussion forums, we are acting as a passive conduit for such distribution and we are not undertaking any obligation or liability relating to any User Content or activity in any Public Forum, nor do we endorse any such User Content or activity. Although we reserve the right to monitor some, all, or no areas of the Services (including any discussion forum and myava Group) for adherence to the community standards and conduct guidelines set forth above and to remove, without notice, any User Content for any reason, we have no obligation to review Content prior to the Content’s posting or to delete User Content that you may find objectionable or offensive. MYAVA DISCLAIMS ANY PERCEIVED, IMPLIED OR ACTUAL DUTY TO MONITOR PUBLIC FORUMS AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR INFORMATION PROVIDED THEREON.

c. Public Profile; Information Provided by Users. In order to join myava Group or access similar services that provide Public Forums or interactions with other members, you may be required to create public profiles, which may contain certain identifying information (such as age, profile photos, location, etc.). In addition, Users have the option to post photographs, messages, videos and other information on their public profiles. myava relies on its Users to provide current and accurate information, and myava does not, and cannot, investigate information contained in member public profiles. Accordingly, we must assume that information contained in each member public profile is current and accurate. MYAVA DOES NOT REPRESENT, WARRANT OR GUARANTEE THE CURRENCY OR ACCURACY OF PUBLIC PROFILE INFORMATION, AND HEREBY DISCLAIMS ALL RESPONSIBILITY AND LIABILITY FOR ANY INFORMATION PROVIDED BY MEMBERS BY MEANS OF PUBLIC PROFILES OR OTHERWISE IN CONNECTION WITH THEIR USE OF THE SERVICES.

9. LIMITED LICENSE

Subject to your continued compliance with the Agreement, including without limitation the timely payment of all applicable fees, we grant you a non-exclusive, non-transferable, non-sublicensable, fully revocable, limited license to access and use our Services (whether through the Website or by downloading and installing the Mobile App, including any updates and bug fixes). Your use is limited for your personal, non-commercial use only.

The Services, or any portion thereof, may not be reproduced, duplicated, copied, modified, sold, resold, distributed, visited, or otherwise exploited for any commercial purpose without the express written consent of myava. Furthermore, except for the limited rights granted in this Section, you will not (and will not encourage or assist any third party to): (i) modify, alter, tamper with, repair or otherwise create derivative works of the Services or any software or technology included in or used or distributed by myava to provide the Services; or (ii) reverse engineer, disassemble or decompile the Services, or attempt to discover or recreate the source code for the Services.

10. RESTRICTIONS ON USE OF CONTENT

You acknowledge that our Services contain content, information, software, photos, video, text, graphics, music, sounds, questions, creative suggestions, messages, comments, feedback, ideas, recipes, notes, drawings, articles and other materials, including nutritional information contributed to the Food Database (hereinafter defined) (collectively, "Content") that are protected by copyrights, patents, trademarks, trade secrets and/or other proprietary rights, and that these rights are valid and protected in all forms, media and technologies existing now or hereafter developed. All Content is copyrighted under the Indian copyright laws (and, if applicable, similar foreign laws), and we own a copyright in the selection, coordination, arrangement and enhancement of such Content. All trademarks appearing on the Services are trademarks of their respective owners. The myava Marks (hereinafter defined) are tradename and the registered trademark and service mark of Atus Technologies Private Limited.

Our commercial partners, suppliers, advertisers, sponsors, licensors, contractors and other third parties may also have additional proprietary rights in the Content which they make available on our Services. You may not modify, publish, transmit, distribute, perform, participate in the transfer or sale, create derivative works of, or in any way exploit, any of the Content, in whole or in part. When Content is downloaded to your computer, phone, tablet or any other mobile device, you do not obtain any ownership interest in such Content. Modification of the Content or use of the Content for any other purpose, including, but not limited to, use of any Content in printed form or on any other applications or networked computer environment is strictly prohibited unless you receive our prior written consent.

We may at any time suspend your use of the Services and/or remove or disable any Content as to which we reasonably and in good faith believe is in violation of the Agreement. We will provide you with notice of any such suspension or disablement before its implementation unless such suspension or disablement is necessary to comply with legal process, regulation, order or prevent imminent harm to the Services or any third party, in which case we will notify you to the extent allowed by applicable law of such suspension or disablement as soon as reasonably practicable thereafter.

11. FOOD DATABASE AND DISCLAIMER

As part of the Services, myava maintains a food database that contains a combination of nutritional information entered directly by myava and nutritional information entered by myava's Users ("Food Database"). Any Paid Subscriber/User can contribute nutritional information to the Food Database. Please be advised that nutritional information found in the Food Database has not been reviewed by persons with the expertise required to provide you with complete, accurate, or reliable information.

MYAVA DOES NOT (I) GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY NUTRITIONAL INFORMATION IN THE FOOD DATABASE; OR (II) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY SUCH NUTRITIONAL INFORMATION. UNDER NO CIRCUMSTANCES WILL MYAVA BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON NUTRITIONAL INFORMATION.

You are solely responsible for ensuring that any nutritional information in the Food Database is accurate, complete and useful. Nutritional information in the Food Database may not be reproduced, duplicated, copied, modified, sold, resold, distributed, visited, or otherwise exploited for any commercial purpose without the express written consent of myava.

12. USER CONTENT

a. Definition. "User Content" is any content, materials or information (including without limitation, any text, information, graphics, messages, photos, images, nutritional information contributed to the our food database and works of authorship kind), data, questions, comments, suggestions or other content, including personally identifiable information that you upload, send, email, display, perform, distribute, post or otherwise transmit to us, at our request or on your own, on, or through the Services (such as message boards, recipe logging), whether in connection with your use of the Services or through the use of any Third Party Websites or Third Party Services or otherwise, and whether publicly posted or privately transmitted.

b. Agreement. You represent and warrant that, when using the Services, you will obey the law and respect the intellectual property rights of others. Your use of the Services is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property generally. You agree not to upload, post, transmit, display, perform or distribute any content, information or other materials in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights, or rights or publicity or privacy, or in violation of any applicable law or regulation.

YOU SHALL BE SOLELY RESPONSIBLE FOR ANY VIOLATIONS OF ANY LAWS AND FOR ANY INFRINGEMENTS OF THIRD-PARTY RIGHTS CAUSED BY YOUR USE OF THE SERVICES. YOU BEAR THE SOLE BURDEN OF PROVING THAT CONTENT, INFORMATION OR OTHER MATERIALS DO NOT VIOLATE ANY LAWS OR THIRD-PARTY RIGHTS.

c. Grant of License. You hereby grant myava, its directors, officers, employees, agents, affiliates, representatives, service providers, partners, sublicensees, successors and assigns (collectively, the "myava Parties") a royalty-free, perpetual, irrevocable, sublicensable, assignable, non-exclusive right (including any moral rights) and license (as well as consent) to use, license, reproduce, modify, adapt, publish, translate, transmit, edit, reformat, create derivative works from, distribute, derive revenue or other remuneration from, communicate to the public, perform, display and otherwise use any User Content (in whole or in part and with or without the use of your name) worldwide and/or to incorporate the User Content in other works in any form, media, or technology now known or later developed, for the full term of any copyrights, trademarks and other intellectual and proprietary rights (collectively, the "Rights") that may exist in such User Content.

You hereby represent and warrant that you own all rights, title and interest in and to User Content or are otherwise authorized to grant the rights provided to the myava Parties under this Section. You also warrant that, to the extent you are not the exclusive holder of all Rights in a User Content, any third party holder of any Rights, including moral rights in such User Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You further acknowledge that we and our successors and assigns shall be entitled to unrestricted use of the User Content for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the User Content. You also permit any user to access, display, view, store and reproduce any User Content that you have made available in any Public Forum (including a myava Group) for personal use. Subject to the foregoing, the owner of a User Content placed on the Services retains any and all Rights that may exist in such User Content. Except as provided in our Privacy Policy, none of the User Content shall be subject to any obligation of confidence on our part, and you agree to waive, and hereby waive, any claims arising from or relating to the exercise by the myava Parties of the rights granted under this Section. You will not be compensated for any exercise of the license granted under this Section.

We are not responsible for maintaining a copy of any material we remove from our Services, and we are not liable for any loss you incur in the event that Content you post or transmit to our Services is removed.

myava reserves the right to: (i) remove, suspend, edit or modify any User Content in its sole discretion at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content or if myava is concerned that you may have violated the Agreement), or for no reason at all and (ii) to remove, suspend or block any User Content. myava also reserves the right to access, read, preserve, and disclose any information as myava reasonably believes is necessary to: (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of myava, its users and the public.

You acknowledge that all User Content are the sole responsibility of the person who made such User Content. This means that you are entirely responsible for all User Content that you post, email or otherwise transmit to the Website, the Mobile and the Services. We do not control the User Content posted, emailed or otherwise transmitted on our Services by others and, as such, we do not guarantee the accuracy, integrity or quality of such User Content. Although we have adopted community standards and conduct guidelines for the users of the Services (as described below), you understand that by using the Services, you may be exposed to User Content that are offensive or objectionable.

MYAVA DISCLAIMS ANY PERCEIVED, IMPLIED OR ACTUAL DUTY TO MONITOR THE USER CONTENT, AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR INFORMATION PROVIDED HEREIN. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE IN ANY WAY FOR ANY USER CONTENT (OTHER THAN FOR CONTENT DEVELOPED BY US), INCLUDING, BUT NOT LIMITED TO, FOR ANY ERRORS OR OMISSIONS IN ANY USER CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY USER CONTENT POSTED, EMAILED OR OTHERWISE TRANSMITTED TO OR THROUGH THE SERVICES.

13. THIRD-PARTY WEBSITE CONTENT

Certain Contents provided in the Website and/or Mobile App include links to websites of third parties ("Third-Party Websites"), some of whom may have established relationships with myava and some of whom may not. We do not have control over the content and performance of Third-Party Websites.

MYAVA HAS NOT REVIEWED, AND CANNOT REVIEW OR CONTROL, ALL OF THE MATERIAL, INCLUDING COMPUTER SOFTWARE OR OTHER GOODS OR SERVICES, MADE AVAILABLE ON OR THROUGH THIRD-PARTY WEBSITES AND DOES NOT ENDORSE (AND IS NOT RESPONSIBLE OR LIABLE FOR) ANY CONTENT, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE FROM SUCH THIRD PARTY WEBSITES. ACCORDINGLY, MYAVA DOES NOT REPRESENT, WARRANT OR ENDORSE ANY THIRD-PARTY WEBSITE, OR THE ACCURACY, CURRENCY, CONTENT, FITNESS, LAWFULNESS OR QUALITY OF THE INFORMATION MATERIAL, GOODS OR SERVICES AVAILABLE THROUGH THIRD-PARTY WEBSITES. MYAVA DISCLAIMS, AND YOU AGREE TO ASSUME, ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM YOUR USE OF OR RELIANCE ON, ANY CONTENT, ADVERTISEMENTS, PRODUCTS OR OTHER RESOURCES AVAILABLE ON ANY THIRD-PARTY WEBSITES (REGARDLESS OF WHETHER WE DIRECTLY OR INDIRECTLY LINK TO SUCH CONTENT, ADVERTISEMENTS, PRODUCTS OR OTHER RESOURCES).

YOU AGREE THAT, WHEN LINKING TO OR OTHERWISE ACCESSING OR USING A THIRD-PARTY WEBSITE, YOU ARE RESPONSIBLE FOR: (I) TAKING PRECAUTIONS AS NECESSARY TO PROTECT YOU AND YOUR COMPUTER SYSTEMS FROM VIRUSES, WORMS, TROJAN HORSES, MALICIOUS CODE AND OTHER HARMFUL OR DESTRUCTIVE CONTENT; (II) ANY DOWNLOADING, USE OR PURCHASE OF MATERIAL THAT IS OBSCENE, INDECENT, OFFENSIVE, OR OTHERWISE OBJECTIONABLE OR UNLAWFUL, OR THAT CONTAINS TECHNICAL INACCURACIES, TYPOGRAPHICAL MISTAKES AND OTHER ERRORS; (III) ANY DOWNLOADING, USE OR PURCHASE OF MATERIAL THAT VIOLATES THE PRIVACY OR PUBLICITY RIGHTS, OR INFRINGES THE INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS OF THIRD PARTIES, OR THAT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS, STATED OR UNSTATED; (IV) ALL FINANCIAL CHARGES OR OTHER LIABILITIES TO THIRD PARTIES RESULTING FROM TRANSACTIONS OR OTHER ACTIVITIES; AND (V) READING AND UNDERSTANDING ANY TERMS OF USE OR PRIVACY POLICIES THAT APPLY TO THOSE THIRD-PARTY WEBSITES.

14. COMMUNITY STANDARDS AND CONDUCT GUIDELINES

You agree that you will not (and/or will not use the Website, the Mobile App and/or any part of our Services to):

a. Upload, post, email or otherwise transmit any User Content or other materials that:

(i) are unlawful, harmful, threatening, abusive, harassing, inflammatory, tortious, defamatory, vulgar, libelous, slanderous, discriminatory, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable (in our sole

discretion);

(ii) contain adult content, including obscene, pornographic, and/or sexual terms, descriptions and/or images, nudity, profanity or graphic violence;

(iii) incite or encourage criminal or terrorist activities or physical harm against another;

(iv) exploit political agendas or "hot button" issues for commercial use; or that contain hate speech based upon the race, sex, national origin, religious affiliation, marital status, sexual orientation, gender identity, or language of an individual or group;

(v) are not your own, or that you do not have a right to upload, post, email or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

(vi) infringe upon any patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any party or that are deceptive, misleading or fraudulent or that may otherwise be unlawful or give rise to civil or criminal liability;

(vii) are unauthorized advertising, promotional materials, "junk mail," "spam," "phishing," "chain letters," "pyramid schemes," or any other form of solicitation, opinions or notices, commercial or otherwise; (viii) contain software viruses, spyware, adware, worms, or any other computer malware or malicious code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

b. Harm minors in any way, or solicit or otherwise attempt to gain any information from a minor;

c. Advertise or otherwise solicit funds or constitute a solicitation for goods or services;

d. Impersonate any person or entity, including, but not limited to any user of the Services, a director, officer, employee, shareholder, agent or representative of myava, or any other person or entity, or falsely state or otherwise misrepresent your affiliation with myava.in or any other person or entity;

e. Provide false, misleading or inaccurate information to myava or any other member;

f. Create more than one unique public profile or register for more than one account except as specifically permitted in the Agreement, create an account on behalf of someone else, or create a false or misleading identity on the Services;

g. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content or other materials transmitted to or through the Services;

h. Attempt to probe, scan or test the vulnerability of the Services or any associated system or network, or breach security or authentication measures without proper authorization;

i. Use or affect the Services in any manner that could damage, disable, overburden or impair the Services or its functionality, or disrupt the normal flow of dialogue (including, without limitation, “flooding,” “mail bombing,” or “crashing”), or otherwise act in a manner that negatively affects or otherwise diminishes the quality of another user’s experience of the Services;

j. Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;

k. Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law;

l. “Stalk” or otherwise harass another user or employee of the Services;

m. Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users of the Services, including usernames or passwords;

n. Access or attempt to access another user’s account without his or her consent;

o. Reverse engineer, disassemble or decompile the Mobile App, or attempt to discover or recreate the source code for the Mobile App or any portion of the Services; or

p. Assign, transfer or sublicense your rights as a registered user of the Services.

Your privilege to use the Services (including your ability to contribute to discussions on the Public Forum or communicate with Coaches and/or other users in a myava Group) depends on your compliance with the community standards and conduct guidelines set forth above. We may revoke your privileges to use all or a portion of the Services and/or take any other appropriate measures to enforce these community standards and conduct guidelines if violations are brought to our attention. Further, if you fail to adhere to our community standards and conduct guidelines, or any part of this Agreement, we may terminate, in our sole discretion, your use of, or participation in, any Public Forum or the Services. Any violation of this section may subject you to civil and/or criminal liability.

YOU AGREE AND UNDERSTAND THAT YOU MAY BE HELD LEGALLY RESPONSIBLE FOR DAMAGES SUFFERED BY OTHER MEMBERS OR THIRD PARTIES AS THE RESULT OF YOUR REMARKS, INFORMATION, FEEDBACK OR

OTHER CONTENT POSTED OR MADE AVAILABLE ON THE SERVICES (INCLUDING ANY PUBLIC FORUM) THAT IS DEEMED DEFAMATORY OR OTHERWISE LEGALLY ACTIONABLE. UNDER THE INDIAN LAW. MYAVA IS NOT LEGALLY RESPONSIBLE, NOR CAN IT BE HELD LIABLE FOR DAMAGES OF ANY KIND, ARISING OUT OF OR IN CONNECTION TO ANY DEFAMATORY OR OTHERWISE LEGALLY ACTIONABLE REMARKS, INFORMATION, FEEDBACK OR OTHER CONTENT POSTED OR MADE AVAILABLE ON THE SERVICES.

15. HEALTH AND MEDICAL SERVICE DISCLAIMER

WE DO NOT PROVIDE PROFESSIONAL MEDICAL SERVICES OR ADVICE. THE SERVICES PROVIDED BY THE WEBSITE AND/OR MOBILE APP DO NOT CONTAIN OR CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, MEDICAL ADVICE OR OPINION. NO DOCTOR-PATIENT RELATIONSHIP IS CREATED. USE OF THE SERVICES IS NOT FOR MEDICAL EMERGENCIES.

a. No Doctor-Patient Relationship. Any and all services provided by, in and/or through the Services are for informational purposes only. myava is not a medical professional, and myava does not provide medical services or render medical advice. Nothing contained in the Services should be construed as such advice or diagnosis. The information and reports generated by us should not be interpreted as a substitute for physician consultation, evaluation, or treatment, and the information made available on or through the Services should not be relied upon when making medical decisions, or to diagnose or treat a medical or health condition. YOUR USE OF THE SERVICES DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP BETWEEN YOU AND ANY OF THE MYAVA PARTIES (INCLUDING, WITHOUT LIMITATION, COACHES) OR ANY OF MYAVA SERVICE USERS).

16. DISCLAIMERS OF WARRANTIES

MYAVA, ON BEHALF OF ITSELF AND ITS AFFILIATES AND ANY OF ITS OR THEIR RESPECTIVE THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES. THE PRODUCTS, OFFERINGS, CONTENT AND MATERIALS PROVIDED IN THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, MYAVA, ON BEHALF OF ITSELF, AND ITS AFFILIATES AND ANY OF ITS OR THEIR RESPECTIVE THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY OR NON-INFRINGEMENT. NEITHER MYAVA, ANY OF ITS AFFILIATES, NOR ANY OF ITS OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS OR SUPPLIERS WARRANT THAT THE APPLICATIONS OR ANY FUNCTION CONTAINED IN THE APPLICATIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS

WILL BE CORRECTED, OR THAT THE APPLICATIONS OR THE SERVERS THAT MAKE THE APPLICATIONS AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ANY PRODUCT, OFFERING, CONTENT AND MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR SOLE RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR DEVICES OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH PRODUCT, OFFERING, CONTENT OR MATERIAL.

NEITHER MYAVA, ANY OF OUR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, BUSINESS CUSTOMERS, SERVICE PROVIDERS OR SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS, OFFERINGS, CONTENT AND MATERIALS IN THE SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM OUR PERSONNEL OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS & CONDITIONS.

17. THIRD-PARTY PRODUCTS, SERVICES AND DATA COLLECTION

Certain features, aspects, software products and services offered through the Services are provided, in whole or in part, by third parties ("Third-Party Services" as provided by "Third-Party Service Providers"). In order to use Third-Party Services, you may be required to enter into additional terms and conditions with Third-Party Service Providers. Our Agreement terms apply only to the Services, and not to the apps of any other person or entity, and your right to use such Third Party Software as part of the Services is subject to and governed by the terms and conditions of the third party license applicable to such Third-Party Services. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse (and are not responsible or liable for) any content, advertising, products or other materials on or available from such apps or resources. In the event of a conflict between the terms of this Agreement and the terms of such third party licenses, the terms of the third party licenses shall control with regard to your use of the relevant Third Party Service.

You further acknowledge and agree that a Third-Party Service Provider may collect and use certain information about you, which may include your personal information and any exchange of data, or other interaction between you and a provider of a Third Party Services is solely between you and Third-Party Service Provider. Prior to providing information to any Third-Party Service Provider, you should review their privacy policy. If you do not understand or do not agree to the

terms of a Third-Party Service Provider's privacy policy, you should not use the related third-party services.

We further state that, we will be using a third party software for calls and sending SMS and you consent to this.

MYAVA DISCLAIMS, AND YOU AGREE TO ASSUME, ALL RESPONSIBILITY AND LIABILITY FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD PARTIES, RESULTING FROM (I) YOUR USE OF OR RELIANCE ON, ANY CONTENT, ADVERTISEMENTS, PRODUCTS OR OTHER RESOURCES AVAILABLE ON ANY SUCH SERVICES OR RESOURCES (REGARDLESS OF WHETHER WE DIRECTLY OR INDIRECTLY LINK TO SUCH CONTENT, ADVERTISEMENTS, PRODUCTS OR OTHER RESOURCES) OR (II) YOUR INFORMATION COLLECTED OR USED BY THIRD-PARTY SERVICE PROVIDERS.

18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT NOTWITHSTANDING ANYTHING CONTAINED HEREIN, IN NO EVENT SHALL MYAVA, ITS AFFILIATES OR ANY OF ITS OR THEIR RESPECTIVE THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, OR RESULTING FROM, (A) THE USE OR THE INABILITY TO USE THE SERVICES; (B) THE USE OF ANY CONTENT OR OTHER MATERIAL ON THE WEBSITE, OUR APPLICATIONS OR APPLICATIONS LINKED TO OUR APPLICATIONS, (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SERVICES; OR (F) ANY OTHER MATTER RELATING TO THE SERVICES.

YOU, ON BEHALF OF YOURSELF, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY MYAVA, ITS AFFILIATES AND ANY OF MYAVA'S AND ITS AFFILIATES' OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, AFFILIATES, REPRESENTATIVES, SUBLICENSEES, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS, ACTIONS OR LOSSES FOR BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, EMOTIONAL DISTRESS, LOSS OF SERVICES

OR OTHER DAMAGES OR HARM, WHETHER TO YOU OR TO THIRD PARTIES, WHICH MAY RESULT FROM YOUR USE OF THE SERVICES.

YOU UNDERSTAND AND AGREE THAT THE CANCELLATION OR TERMINATION OF YOUR SUBSCRIPTION IS YOUR SOLE RIGHT AND REMEDY WITH RESPECT TO ANY DISPUTE WITH US INCLUDING, WITHOUT LIMITATION, ANY DISPUTE RELATED TO, OR ARISING OUT OF: (I) THESE TERMS & CONDITIONS OR OUR ENFORCEMENT OR APPLICATION THEREOF; (II) ANY PRACTICE OR POLICY OF MYAVA INCLUDING THESE TERMS & CONDITIONS AND OUR PRIVACY POLICY, OR OUR ENFORCEMENT OR APPLICATION OF THESE POLICIES; (III) THE CONTENT AVAILABLE THROUGH THE WEBSITE AND/OR APPLICATIONS OR ANY CHANGE IN CONTENT PROVIDED THROUGH THE WEBSITE AND/OR APPLICATIONS THROUGH THE SERVICES; (IV) YOUR ABILITY TO ACCESS AND/OR USE OUR WEBSITE AND/OR APPLICATIONS; OR (V) THE AMOUNT OR TYPES OF OUR FEES OR CHARGES, SURCHARGES, APPLICABLE TAXES, OR BILLING METHODS, OR ANY CHANGE TO OUR FEES OR CHARGES, APPLICABLE TAXES, OR BILLING METHODS.

THE MAXIMUM LIABILITY OF MYAVA AND ITS AFFILIATES AND ITS OR THEIR RESPECTIVE THIRD-PARTY SERVICE PROVIDERS, LICENSORS AND SUPPLIERS TO YOU UNDER ALL CIRCUMSTANCES FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING OUR SERVICES. IF ANY PORTION OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. YOU AGREE THAT THIS LIMITATION OF LIABILITY REPRESENTS A REASONABLE ALLOCATION OF RISK AND IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN MYAVA AND YOU. THE SERVICES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS.

ANY CAUSE OF ACTION BY YOU ARISING OUT OF OR RELATING TO THE SERVICES, OR THESE TERMS & CONDITIONS MUST BE INSTITUTED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR BE FOREVER WAIVED AND BARRED. ALL ACTIONS SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THESE TERMS & CONDITIONS.

19. INTELLECTUAL PROPERTY

a. Software. You acknowledge and agree that the Services and all intellectual property rights associated therewith are, and shall remain, the property of myava (and, where applicable, its licensors). Furthermore, you acknowledge and agree that the source and object code of the Website and/or Mobile App and the format, directories, queries, algorithms, structure and organization of the Website and/or Mobile App are the intellectual property and proprietary and confidential information of myava and its affiliates, licensors and suppliers. Except as expressly

stated in this Agreement, you are not granted any intellectual property rights in or to the Services by implication, estoppel or other legal theory, and all rights in and to the Services not expressly granted in this Agreement are hereby reserved and retained by myava.

b. Trademarks. myava.in and myava logo (collectively, the “myava Marks”) are trademarks or registered trademarks of ATUS Technologies Private Limited. Other trademarks, service marks, graphics, logos and domain names appearing on the Website, Mobile App or in other Content provided to you may be the trademarks of third-parties. Neither your use of the Services, nor this Agreement, grant you any right, title or interest in or to, or any license to reproduce or otherwise use, the myava Marks or any third-party trademarks, service marks, graphics, logos or domain names. You agree that any goodwill in the myava Marks generated as a result of your use of the Services will inure to the benefit of Atus Technologies Private Limited, and you agree to assign, and hereby do assign, all such goodwill to Atus Technologies Private Limited. You shall not at any time, nor shall you assist others to, challenge myava’s right, title, or interest in or to, or the validity of, the myava Marks.

c. Copyrighted Materials; Copyright Notice. All content and other materials available through the Services, including without limitation the myava logo, design, text, graphics, and other files, and the selection, arrangement and organization thereof, are either owned by myava or are the property of myava’s licensors and suppliers. Except as explicitly provided, neither your use of the Services nor these Terms & Conditions grant you any right, title or interest in or to any such content or materials.

d. Copyright Complaints. We respect the intellectual property of others, and we ask our users to do the same. We may, in appropriate circumstances and in our discretion, terminate the rights of any user to use our Services (or any part thereof) who infringes the intellectual property rights of others. The Indian law provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights. If you have evidence, know, or have a good faith belief that your work has been copied in a way that constitutes copyright infringement or are aware of someone doing so, please contact us and include the following information:

(i) a physical or electronic signature of the owner of the copyright or a person authorized to act on behalf of the owner; (ii) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Website and/or Mobile App are covered by a single notification, a representative list of such works);(iii) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow us to locate the material on our Website and/or Mobile App;(iv) your name, mailing address, telephone number and email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (vi) a statement by you that the information in your notification is accurate, and that you attest under

penalty of perjury, that you are the copyright owner or that you are authorized to act on the copyright owner's behalf.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the law permits you to send us a counter-notice. Notices and counter-notices with respect to the Services should be sent via email at support@myava.in.

20. INDEMNIFICATION

Without limiting any indemnification provisions of these Terms & Conditions, you agree to indemnify, hold harmless and, at our option, defend myava and our affiliates, and our and their respective officers, directors, members, employees, stockholders, managers, agents and representatives (collectively, "myava Indemnified Parties") from any and all third party claims, actions, demands, causes of action, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees and expenses) (collectively, "Claims") arising from (i) your improper use of the Services or our products or offerings, (ii) your violation of these Terms & Conditions, (iii) your provision to myava or any of the Indemnified Parties of information or other data, (iv) your infringement or alleged infringement, or the infringement or use (or alleged infringement or alleged use) by any other user of your account, of any intellectual property or other right of any person or entity, or (v) your violation or alleged violation of any foreign or domestic, state or local law or regulation.

The Indemnified Parties will have the right, but not the obligation, to participate through counsel of their choice in any defense by you of any Claim as to which you are required to defend, indemnify or hold harmless the Indemnified Parties. You may not settle any Claim without the prior written consent of the concerned Indemnified Parties.

21. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of India, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to your use of the Services or this Agreement shall be filed exclusively in the courts located in Bangalore and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

22. TERM AND TERMINATION

a. Termination. These Terms & Conditions will remain in full force and effect while you use our Services (including our Website and Mobile Apps). We may terminate your use of, or access to, the Service in accordance with these Terms & Conditions.

b. Effect of Termination; Survival. Termination of these Terms & Conditions automatically terminates all rights and licenses granted to you under these Terms & Conditions, including all rights to use the Services, except that all terms that by their nature may survive termination shall be deemed to survive such termination (including, without limitation, intellectual property, disclaimers, limitations of liability, User Content license, governing law and venue). Subsequent to termination, myava reserves the right to exercise whatever means it deems necessary to prevent your unauthorized use of the Services, including without limitation technological barriers such as IP blocking and direct contact with your Internet Service Provider.

c. Legal Action. If we, in our sole discretion, take legal action against you in connection with any actual or suspected breach of these Terms & Conditions, we will be entitled to recover from you as part of such legal action, and you agree to pay, our reasonable costs and attorneys' fees incurred as a result of such legal action. The myava Parties will have no legal obligation or other liability to you or to any third party arising out of or relating to any termination of these Terms & Conditions.

23. MISCELLANEOUS TERMS

If any provision of these terms shall be found by a court of competent jurisdiction to be unlawful, invalid, void or voidable, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. These Terms & Conditions are the entire agreement between you and us relating to the subject matter herein. We may assign our rights and obligations under these Terms & Conditions. These Terms & Conditions will inure to the benefit of our successors, assigns and licensees. The failure of either party to insist upon or enforce the strict performance of the other party with respect to any provision of these Terms & Conditions, or to exercise any right under the Terms & Conditions, will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.