

## Terms Of Service

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**Here For You I HFY Healthcare Private Limited**

**Last Updated: 8th August 2021**

### CONTEXT

www.hereforyou.io is owned by Here For You ® (registered HFY Healthcare Private Limited). This Privacy Policy explains how Here For You ® (registered HFY Healthcare Private Limited), ("Company"), a private limited company, incorporated under the provisions of the Companies Act, 2013 and having its registered office at 2103, Phase 1 Urban Estate Dugri, Ludhiana.

These terms of usage ("Terms") govern your use of the Website and Services provided therein ("Services"). By using or visiting the Website, or by using any content or information provided as part of the Website/ Services, you shall be deemed to have read, understood, and accepted to be bound by these Terms. These Terms are a legal contract between you and HFY, it is important that you review the Terms carefully before accessing or using the Website. These Terms are not intended to alter in any way or limit the terms or conditions of any other agreement that you may have with HFY, including without limitation the privacy policy ("Privacy Policy").

### APPLICABILITY

For the purpose of these Terms, wherever the context so requires "You", "Your" or "User" shall mean any natural person who uses the Website for availing the Services. The term "We", "Us", "Our", "HFY" shall mean the Company (registered as: HFY Healthcare Private Limited), its employees, and authorised agents that perform any services on the Company's behalf.

If you are not an individual and are an incorporated/registered entity/institute/organisation seeking to avail the services of HFY for your members/employees/students or any individuals registered with you for any services, you shall enter into an agreement/memorandum of understanding with for this purpose. Each individual availing the services of HFY under such agreement/memorandum of understanding shall be bound by these Terms and Privacy Policy available here.

These terms of service together with privacy policy, disclaimer and any other policy mentioned anywhere on the website together constitute your agreement with the website. If you are accessing HFY via the mobile application, you will still be bound by the same agreement. In addition, there might be other terms imposed by the mobile application stores

which will be applicable to the use of the mobile application. In such case, the term “website” will be deemed to refer to HFY mobile application.

HFY’s role is that of an “intermediary” as defined under the Information Technology Act of 2000 and the rules thereunder. As an intermediary, HFY has no responsibility and/or liability in respect of the user content, Therapist content, Therapist advice, interaction between any of the parties on the platform.

## **CHANGES TO THE TERMS AND CONDITIONS**

We reserve the right to make changes to these Terms at any time. Any such modifications will become effective immediately upon posting to the Website and your continued use of the Website, and/or the Services constitutes your agreement to such modifications. You agree to periodically review the current version of these Terms of Use as posted on the Website.

## **WEBSITE FEATURES**

1. The Website allows Users to connect and interact with Therapists or other individuals ("Therapist(s)") who provide counselling and therapy services.
2. HFY uses the information provided by the user and the Therapists to match the user to the relevant Therapists.
3. Users can view the therapist platform calendar and book appointments
4. Users and therapists can interaction via video calls, audio calls or chat messages on the website. HFY does not share any contact details of one party with the other.
5. Users and journal their thoughts and log in their mood on the website, this information can be accessed by the Therapist only with user’s consent
6. Therapists can make client notes on the platform and this information is saved by the website.
7. Both users and Therapists can participate in the discussion forum on the website.
8. Both users and Therapists and interact with HFY customer support using the platform
9. Users can take free assessments and read and share information from the HFY blog by crediting HFY for the same.

## **USER ELIGIBILITY**

Use of the Website is available only to persons over the age of eighteen (18). If you are a minor i.e. under the age of eighteen (18) years, you shall not register as a member of the Website and shall not sell or purchase any services on the Website, unless you are accessing this Website with parental guidance or guidance of a legal guardian. We reserve the right to terminate your membership and refuse to provide you with access to the Website if it is brought to our notice or if it is discovered that you are under the age of eighteen (18) years and are accessing this Website without parental consent and guidance or consent and

guidance of a legal guardian. We will not be liable for any harm caused to you on account of any use of the Website without appropriate parental consent.

## USER RESPONSIBILITY

1. In order to use the Website, you may be required to provide information about yourself including your name, email address and other personal information ("Personal Information"). You agree that any information you provide to HFY on the Website will always be accurate, correct and up to date. You shall not impersonate someone else or provide account information, an email address or any other information that is not your own. The treatment of your Personal Information and other related information, shall be in accordance with the HFY Privacy Policy.
2. You are responsible for maintaining the confidentiality of your account details at all times. Further, you are responsible for all activities that occur under your account.
3. You may use the Website for lawful purposes only. You shall not post or transmit through the Website any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libellous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
4. You agree not to engage in any of the following prohibited activities:
  - (i) copying, distributing, or disclosing any part of the Website in any medium;
  - (ii) transmitting spam, chain letters, or other unsolicited email;
  - (iii) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Website;
  - (iv) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;
  - (v) uploading invalid data, viruses, worms, or other software agents through the Website;
  - (vi) collecting or harvesting any personally identifiable information, including account names, from the Website;
  - (vii) using the Website for any commercial purposes without having all necessary rights and licenses to the User Content;
  - (viii) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
  - (ix) interfering with the proper working of the Website;
  - (x) accessing any content on the Website through any technology or means other than those capabilities provided by the Website; or
  - (xi) bypassing the measures we may use to prevent or restrict access to the Website, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Website or the content therein.
5. You are solely responsible for your conduct and any data that you submit, post or display on or via the Website. HFY shall have no liability for conduct in relation to

your use of our Website. You are solely responsible for any legal consequences arising out of your inappropriate use of the website.

6. You authorize HFY to contact you via email id, sms or mobile (information provided by you in your interaction with the website) to share with you promotional, informational or any other content that it deems fit.

#### USER CONTENT ON THE WEBSITE

- The Website provides Users the HFY to create, share and post content (together, "User Content"). HFY claims no ownership rights over User Content created by you. HFY has the right (but not the obligation) in its sole discretion to remove any User Content that is stored via the Website.
- HFY takes no responsibility and assumes no liability for any User Content that you or any other User or third party creates, stores, shares, posts or sends through the Website. You shall be solely responsible for your User Content and the consequences of posting, publishing it, or sharing it and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. If your Content violates these Terms, you may bear legal responsibility for that content.
- You agree not to post, store, transmit, create or share any User Content that:
  - (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal;
  - (ii) may create a risk of any other loss or damage to any person or property;
  - (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
  - (iv) may constitute or contribute to a crime or tort;
  - (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libellous, threatening, profane, or otherwise objectionable;
  - (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); or

- (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships. You agree that any User Content that you create, store, or share does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. HFY reserves the right, but is not obligated, to reject and/or remove any User Content that HFY believes, in its sole discretion, violates these provisions. For the purposes of these Terms, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all Website therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

· In connection with your User Content, you affirm, represent, and warrant the following:

**a.** Your User Content and your use thereof as contemplated by these Terms and the Website will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights or privacy rights.

**b.** To the extent that you use the Website for any commercial purpose and your User Content contains any copyrighted material that is not your original work or in which you do not otherwise own the copyright, you have obtained all rights, licenses, consents, and permissions necessary in order to use that copyrighted material in connection with the creation and/or dissemination of that User Content using the Website.

**c.** HFY may exercise the rights to your User Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

**d.** HFY takes no responsibility and assumes no liability for any User Content that you or any other User or third party creates, stores, shares, posts, sends or otherwise makes available through the Website, whether directly or indirectly. You shall be solely responsible for your User Content and the consequences of posting, publishing it, or sharing it and you agree that HFY is only acting a passive conduit for the distribution and publication of your User Content. If your Content violates these Terms, you may bear legal responsibility for that content.

· If you share your User Content with HFY and/or link your User Content to HFY on a third party service and/or post content on any social media page owned and operated by HFY, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to HFY a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive,

worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Website and HFY's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of our Website (and derivative works thereof) in any media formats and through any media channels.

#### PROPRIETARY RIGHTS

1. The Website contains content owned or licensed by HFY. HFY owns and retains all rights in the HFY Content. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the HFY Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the HFY Content.
2. The HFY name and logo are trademarks of HFY, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of HFY, except with prior consent. In addition, all custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of HFY, and may not be copied, imitated, or used, in whole or in part, without prior written permission from HFY.

#### PLAN VALIDITY AND EXPIRY

1. While you can choose to start the plan anytime after purchase without any time limit, once you activate the plan (consume the first session), you need to consume the plan within 6 months.
2. While HFY will try to ensure that your assigned Therapists is available for the entire duration of your plan, it is possible that the same Therapists becomes unavailable during the course of the plan. HFY is not liable to provide you a specific Therapists at any point and will assign you a Therapists at its discretion.
3. While your Therapists chat access becomes active as soon as you purchase a plan, your chat access period is calculated from the date of the first session. Hence, from the date of your first session, you will have chat access for the number of chat access days mentioned in your plan.

#### CANCELLATIONS AND RESCHEDULING SESSIONS

You can cancel or reschedule a session booked on HFY up to 24 hours before the scheduled time by requesting the same via the HFY website. Post that rescheduling will not be permitted and the session will be deemed to be consumed by you even if you do not attend.

#### CHANGING AND CHOOSING Therapists

1. You can change the Therapists assigned to you on HFY by requesting the same via the HFY website given the following conditions:
  - There is no scheduled session with the existing Therapist in the next 24 hours

- Any scheduled sessions with the Therapists, who is unassigned to you will automatically stand cancelled and will be credited back to your account as “to be scheduled” sessions. You will have to then schedule them again with the new Therapist assigned.
- HFY does not guarantee the assignment of Therapist of your choice at any point. You are assignment a Therapists based on your needs and Therapist availability
- HFY reserves the right to change your Therapist at any point at its discretion, whether requested by you or not.

#### USER- Therapist INTERACTIONS

1. Both the user and Therapist agree to maintain the decorum of a client/ Therapist relationship and agree to not engage in any other form of interaction on the platform.
2. In case of inappropriate behaviour by either party, HFY will not be liable in any form. Involved parties alone and not HFY will be responsible for any legal consequences arising out of such interactions.
3. Both parties have the option to report inappropriate behaviour on the website to HFY. In case a particular session is reported, HFY reserves the right to remove the user or Therapists or both from the platform without discretion. HFY’s decision in this regard will be final.
4. Therapist and NOT HFY, is liable to maintain the confidentiality of any personal information shared by the user with the Therapists in video sessions. In case a Therapist breach the confidentiality agreement, Therapists alone and NOT HFY will bear the legal or any other consequences.

#### PLAN CHANGES, CANCELLATIONS AND REFUNDS

1. You can request a cancellation and refund of the bought plan via the HFY helpdesk. However, HFY will review your request and may decide to refund the charges paid if it deems fit. The decision of HFY on any such matter shall be final and binding. In case HFY decides to refund your charges, it will do so at its convenience.
2. In case you request a refund after consuming one or some sessions from the plan and HFY decides to initiate a refund, you will be paid back the charges of the unconsumed sessions only. Used sessions will not be refunded. Also, the actual amount paid per session will be refunded and not the standard cost of 1 session. In case HFY decides to refund your charges, it will do so at its convenience.
3. In case, you wish to change the plan that you have bought –
  - a) an upgrade to the longer plan – HFY will review your request and may decide to allow the plan upgrade by allowing you to pay the difference amount



b) a step back to a smaller plan - HFY will review your request and may decide to allow the plan step back by refunding the difference amount. In such cases, if HFY decides to allow this, the actual amount paid per session will be refunded and not the standard cost of 1 session.

## PLAN PRICING

1. While the price of every plan is listed on the website, HFY reserves the right to determine the selling price of the plan in every transaction. It can choose to apply discounts or premiums for specific users or groups of users.
2. HFY reserves its right to change the charges for Services, at any time, without the requirement of any prior intimation to the User. Any such change shall be binding and effective on the User.

## PAYMENT

1. We may charge for the chat, audio, and/or video-based counselling/ therapy sessions. Before availing any such Service, we will apprise the User of the applicable charges for the said Service. In addition to these Terms, a User shall also be bound by the terms (if any) mentioned for specific Service(s).
2. User(s) can make payments through any of the following available options:
  - Internet Banking
  - Debit/ Credit Cards.
3. The User agrees and accepts that all nuances and modalities relating to making payment using Internet Banking/ Debit/Credit Cards (“Virtual Payment Mode”) shall be separately governed by arrangement(s) / terms and conditions between the User and the relevant banks. We shall not be responsible, in any manner whatsoever, for any liability that may arise in relation to the Virtual Payment Modes (including any fraudulent transaction).
4. While availing any of the payment method(s) available on the Website, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to (a) lack of authorization for any transactions; (b) any payment issues arising out of the transaction or (c) decline of such transaction for any reason.
5. You understand, accept, and agree that the payment facility provided us, is neither a banking nor financial service.

## DISCLAIMERS

1. HFY is not in the business of providing treatment for acute mental health problems which need immediate medical attention including but not limited suicidal thoughts.



2. The advice or information provided by therapists via the website is provided for informational purposes only and cannot be considered a substitute for examination by a doctor or other mental health professional. You are advised strongly against relying solely on, or make decisions based solely on advice provided by any Therapists.
3. You understand and agree that although a Therapists may be a qualified clinical or counselling psychologist or other mental health professional. HFY disclaims any and all liability for any consultation and therapy services rendered by a therapist to you through the Website. You further acknowledge and agree that you take full responsibility for the decision to access a Expert through the Website and to continue to interact with such individual(s), and that the role of HFY is strictly limited to providing access to such Therapists to you.
4. The website is not a suicide helpline platform. If you are considering or contemplating suicide or feel that you are a danger to yourself or to others, you may discontinue use of the services immediately at your discretion and please notify appropriate police or emergency medical personnel. You may find contacts of such emergency services [here](#)

#### PRIVACY AND SECURITY

1. You understand that by using the Website you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy.
2. You understand that HFY cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

#### WARRANTY

1. The website is provided on an “as is” basis and use of the website is at the user’s risk. To the maximum extent permitted by applicable law, the website is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from HFY or through the website will not create any warranty not expressly stated herein. Without limiting the foregoing, HFY, its subsidiaries, its affiliates, and its licensors do not warrant that the content found on the website is accurate, reliable or correct; that the website will meet your requirements; that the website will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the website is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the website is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the website.
2. HFY does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the website or any

hyperlinked website or service, and HFY will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

#### EXCEPTIONS AND LIMITATIONS

1. HFY does not make any representation or warranty as to the quality or value of the services offered on the Website, or availability of Therapist(s). HFY does not implicitly or explicitly support or endorse any services on the Website. HFY shall not be liable for any errors or omissions, whether on behalf of itself or third parties.
2. While HFY carries out background checks and verifications on all Therapist, you understand and acknowledge that HFY does not endorse, recommend, warrant or guarantee to qualifications, expertise, claims or background of any Therapist, or any service, advice, opinion, recommendation provided by a Therapists. Nothing contained in these Terms, the Website or on any third party site shall be considered as an endorsement, recommendation, referral, verification, warranty or guarantee with respect to (a) any Therapists; (b) the Website or (c) any service, advice, opinion, recommendation made available via the Website or (d) the validity, accuracy, availability, completeness, safety, legality, quality or applicability of any information made available via the Website.
3. You acknowledge that there will be occasions when the Website may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.
4. You agree that HFY is not responsible for, and does not endorse, User Content posted within the Website. HFY does not have any obligation to pre-screen, monitor, edit, or remove any User Content. If your User Content violates these Terms, you shall be solely responsible for any legal consequences with respect to such User Content.
5. While HFY is under no obligation to pre-screen any user or Therapist content, it reserves the right to remove any User Content from the Website for any reason, without prior notice. User Content removed from the Website may continue to be stored by HFY, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. HFY will not be liable to you for any modification, suspension, or discontinuation of the Website, or the loss of any User Content.
6. We may, without prior notice, change the Website, stop providing the Website or features of the Website, to you or to Users generally, or create usage limits for the Website. We may permanently or temporarily terminate or suspend your access to the Website, or delete any User Content without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

#### TERMINATION

HFY may terminate these Terms for any reason at any time. HFY reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to and use of the Website, with or without prior notice. Otherwise applicable sections of the Terms shall survive termination. In

addition to any termination rights, we reserve the right to enforce and prosecute any violations of these Terms.

## LINKS TO THIRD PARTY WEBSITES

The Website may contain links to other Websites ("Linked Sites"). The Linked Sites are not under the control of the Company. We are not responsible for the content of any Linked Site, including, without limitation to, any link contained in a Linked Site, or any changes or updates to a Linked Site.

We are not responsible for any form of transmission, whatsoever, received by the User from any Linked Site. We are providing these links only for convenience, and the inclusion of any such link does not imply endorsement by the Website, of the Linked Sites or any association with its operators or owners including the legal heirs or assigns thereof.

On accessing the Linked Sites, you shall be governed by the terms of use, privacy policy and such other additional policies of the Linked Sites. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, advertising, products, services or other materials available on or through any Linked Sites or for any errors, defamatory content, libel, slander, omissions, falsehoods, obscene content, pornographic material, or any profanity contained therein.

## INDEMNIFICATION

1. You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees, arising out of any breach by you of any of these Terms, or any use by you of the Website. You shall provide us with such assistance, without charge, as we may request in connection with any such defence, including, without limitation, providing us with such information, documents, records and reasonable access to you, as we deem necessary. You shall not settle any third-party claim or waive any defence without our prior written consent.
2. In the event of a dispute regarding any transaction conducted via the website, you hereby relieve HFY, its affiliates, their respective officers, directors, shareholders, employees, sub-contractors and agents from all manner of actions, claims or demands and from any and all losses (direct, indirect, incidental or consequential), damages, costs or expenses, including, without limitation, court costs and attorneys' fees, which member may have against one or more of the above.

## LIMITED LIABILITY

1. In no event will HFY or its affiliates or any party involved in creating, producing, or delivering the website be liable for any direct, incidental, consequential, indirect, special, or punitive damages arising out of your access, use, misuse, or inability to use the website or any linked sites, or in connection with any failure of performance. These limitations apply whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if HFY has been advised of the possibility of such damage.
2. By use of the website and the services, the user acknowledges that he/she is solely responsible for any and all actions, liabilities, consequences, decisions, behaviours (“conduct”) arising out of or in connection with the use of the website and/or services, and shall in no way hold HFY and/or its affiliates responsible for such conduct.

#### APPLICABLE LAW AND DISPUTE RESOLUTION

1. This Agreement shall be governed by the laws of India, and the courts of Jaipur, Rajasthan shall have exclusive jurisdiction with respect to any dispute arising hereunder.
2. In case of any dispute, claim or controversy arising out of or relating to these User Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Site, the Service or the Application (collectively, “Disputes”) the parties shall attempt to settle the same amicably, through negotiation and consultation at such office of HFY as HFY may designate. In the event the dispute is not resolved internally between after at least 30 (thirty) days of negotiation, in good faith, the same shall be subject to binding and final arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time or in case the Arbitration and Conciliation Act, 1996 is no longer in force, as per any law relating to arbitration in force at the time of such reference. The reference shall be made to a sole arbitrator appointed by HFY. The place of the arbitration shall be Jaipur, Rajasthan. The proceedings shall be undertaken in English. The arbitration award shall be final and binding on the parties.
3. In accordance with Information Technology Act, 2000 and rules made there under, the name and contact details of the ‘Grievance Officer’ are provided below:

Name: Dr. Manik Singh , Phone No: +9118008300, E-mail Address: [contactus@hereforyou.io](mailto:contactus@hereforyou.io)

Postal Address: 2103, Phase 1 Urban Estate, Dugri, Ludhiana

#### GENERAL PROVISIONS

1. Survival: In the event of termination or expiration of these Terms for any reason, any provisions of these Terms that by their nature should survive termination of these Terms will survive termination of these Terms, unless contrary to the pertinent provisions herein stated.

2. Severability: If any term or provision in these Terms is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these Terms, but the validity and enforceability of the remainder of these Terms shall not be affected.
3. Unenforceability: If any provision of these Terms or any word, phrase, clause, sentence, or other portion thereof should be held to be unenforceable or invalid for any reason, then provided that the essential consideration for entering into these Terms on the part of any Party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render these Terms as modified legal and enforceable to the maximum extent permitted under applicable laws.
4. No Waiver: No delay or omission by either Party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of these Terms shall impair any such right or power or be construed to be a waiver thereof. The terms and conditions of these Terms may be waived or amended only in writing or mutual agreement of the Parties. A waiver by either of the Parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained (whether or not the provision is similar).
5. Force Majeure: We shall not be liable for any failure to perform any obligations under this User Terms, if the performance is prevented, hindered or delayed by a Force Majeure Event and in such case our obligations under this User Terms shall be suspended for so long as the Force Majeure Event continues.
6. Notices: Any notice required or permitted to be given to HFY hereunder shall be in writing and sent or transmitted by (i) registered or certified mail; (ii) hand-delivery; (iii) email; or (iv) internationally recognized courier service, provided its receipt is acknowledged and, dispatched or sent or transmitted to the address specified HFY. All notice required to be given under these Terms shall be addressed to:
7. Name: Dr. Manik Singh , Phone No: +9118008300, E-mail Address: [contactus@hereforyou.io](mailto:contactus@hereforyou.io)
8. Postal Address: 2103, Phase 1 Urban Estate, Dugri, Ludhiana

HFY may give notice by means of a general notice on the Application, or by electronic mail to Your email address or a message on Your registered mobile number.

9. Advertisement: HFY has the right to place advertisements and publicity materials of its choice including those of parties other than itself on the website.

10. Assignment: You may not assign or sub license your duties, obligations and rights under this agreement to any other party with prior written consent of hFY