

MHEALING E-CONTRACT

1. GENERAL

By accessing this Website, the user warrants that the user has fully read and understood these T&C and agrees to be legally bound by these terms and acknowledges unconditional acceptance without limitation or qualification of these T&C. We may change these terms at any time without any prior notice in writing or otherwise to the user, by posting changes on the Website. The user may review these terms regularly to ensure that the user is aware of any changes made by us. In the case of any violation of these T&C or any additional terms posted on Website, we reserve the right to seek all remedies available by law and in equity for such violations. We reserves its right to vary/alter/modify these T&C from time to time and the same shall be notified to you by means of the Website, by Email or by phone. Your continued use of your membership with us constitutes acceptance of such variations to these T&C. All the amendments/variations made to this Agreement in future shall be read as part and parcel of this Agreement unless otherwise intended.

YOUR ACCESS OR USE OF OUR WEBSITE MEANS THAT YOU HAVE READ AND YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE OUR WEBSITE AND ITS CONTENT AND SERVICES

ABOUT MHEALING

Mhealing is an online platform that provides round the clock 24 hours home service for masseurs (body relaxation herbal massage), fitness trainers and Yoga trainers .

This platform is created with an intention to outspread health awareness and healing. Since cities are now a zone where people move day and night for multiple reasons due to travel, work, recreation etc. In that hectic schedule and chaos of events sometimes people need a break to relax and that break is not time bound.

Therefore keeping this in mind mhealing has offered services to people who seek services of masseurs or physical fitness or yoga trainers at their own time convenience. Sometimes if you are working in day or night shifts or moving from one city to other, your body needs rest and rejuvenation. For that mhealing has specifically programmed home services from door to door whenever required.

2. Interpretation

- 2.1. "We", "Us", "Our(s)" refers to Mhealing (product brand under _____.)
- 2.2. "User", "Member", "Client" shall include all the beneficiaries;
- 2.3. "You", "Yours", "Yourself" shall mean and include user of this website and person registering for the Services for a beneficiary and the beneficiary(s);
- 2.4. "Service/Services" are the services provided in the website and the services you have engaged us to undertake on your behalf from time to time;
- 2.5. "Professionals", "Service Provider" mean and include all the third party vendors engaged by Mhealing on your behalf to carry out the

services at your request and include, the Service providers, agents and sub- contractors.

2.6. "Agreement" refers to these Terms and Conditions of use of Mhealing read with the Privacy Policy and Disclaimers, as well as any special terms and conditions agreed in writing between Mhealing and its users.

2.7. "Terms & Conditions" or "T&C" refers to these terms and conditions set out in this document read with the Privacy Policy and Disclaimers as well as any special terms and conditions agreed in writing between Mhealing and its users.

2.8. "Website" shall refer to _____ including all its webpages, mobile application, and User web portal.

3. LEGAL DECLARATIONS REGARDING THIS E-CONTRACT

It is declared that present document shall be an electronic record as per Information Technology Act, 2000 Act .The rules are applicable to amended provisions as well as electronic records but not limited to legislations stipulated in several electronic records related statutes. As it is a computer system generated document it is exempted from requirement of a digital or physical signature

This document is published according to Rule 3 provisions (1) the Information Technology (Intermediaries guidelines) Rules, 2011, this document is being published on
_www.mhealing.in_____ (WEBSITE NAME)

4. DECLARATIONS OF THE USER

On acceptance of the terms and conditions of the contract the Client/User (hereinafter referred to as "USER") states that

- (1) The user is above the age of 18 years or have attained majority as per law.
- (2) The user is competent to enter into a contract as per section 10 or any other provision of Indian Contract Act, or is not competent any other applicable law therein.
- (3) The user should be of sound mind and should have a firm contractual capacity.
- (4) The user submit that all information provided on the platform are correct and complete. On further requirement the user shall provide further information as when required by the platform. In case, incorrect information is furnished by the USER, any civil or other legal liability arising out of such actions shall be completely borne by the USER and the Mhealing will have no bearing to any such liability.

*It is pertinent to note here that only after agreeing to terms and conditions of this document. The USER shall be allowed to make booking for the services offered by the Company.

5. ACCOUNT CREATION AND SECURITY

1. The USER will be required for account creation on the platform post which an USER ID and Password will be allotted to the USER. It shall be sole responsibility of the USER to maintain security and protection of the aforesaid particulars. The user agrees to be responsible for maintaining the confidentiality of the passwords or other account identifiers which the user may choose and all activities that occur under user's account
2. By registering on the Website, user agrees that:
 - (i) user's account and password are personal to the user and may not be used by anyone else to access the Website;

- (ii) user will not do anything which would assist anyone who is not a registered user to gain access to any area of the Website requiring registration; and
- (iii) user will not pass off as and/or impersonate another user.;
3. All activities done and consequences emanating thereto by this account on the platform shall be the sole responsibility of the USER.
 4. By creating the above account USER agrees to receive all promotional offers, payment requests or any communication made by the company regarding the efficient functioning of the platform.
 5. User agrees to notify us immediately in case of any unauthorised use of the user's password or account identifiers by others.
 6. We shall not be responsible for any loss of data stored in the user account due to negligence of the user in handling the account and safeguarding the password

6. SERVICES

1. We shall indulge in providing package based services to its users either by its own or by facilitating it through third party Suppliers/Service Providers. We undertakes to provide the following Services to its users either by itself or through third parties.

Essential services:-

- Yoga Training
- Physical Fitness

- Massage Services
2. We as a platform facilitates bookings regarding massage services and yoga sessions or body fitness on demand. Our endeavor will be to establish a transparent, affordable platform for the aforesaid services with top notch quality from highly skilled professionals as per the needs and requirements of the USER.
 3. We provides an opportunity to the user to purchase its services through various service/membership plans.
 4. All services/service plans and information displayed on the Website constitute an "invitation to offer". Request for booking of any service plan by a user shall constitute an "offer" which shall be subject to the terms and conditions as detailed in this Agreement and the relevant service plan. The Company may accept or reject user's offer in its sole discretion which cannot be contested by the user.
 5. User can purchase a service plan as detailed under the Website or email us at@.... or call us at 8800818733.....
 6. Once the request is placed it is an express intention to purchase Mhealing services as per the service plans and the same may not be cancelled except as provided hereunder.
 7. Based on the information provided by the user and subject to the Mhealing verification of the same, the requests will be accepted by

the Mhealing for processing and the same will be confirmed via e-mail or on registered mobile number through SMS.

8. All requests will be processed once we receive the payment for the service as detailed under the service plan
9. When you request a Service from Mhealing, you agree to provide personal information about yourself and the beneficiary such as name, mobile number, date of birth, gender, and other relevant information etc about the beneficiary. You agree to provide accurate information about the beneficiary and your failure to do so may result in adverse consequences in delivery of Service.
10. One should understand that this is not a platform of physio therapy but a simple platform of massage services to give you relaxation from day to day stress caused to body and mind . It is an approach intended with guarantees or liabilities.
11. It is specifically agreed that we shall render assistance to our members and their beneficiaries on priority basis in case of any emergency. The user agrees and acknowledges that we shall not be held liable for not providing emergency assistance unless the beneficiaries have provided us with the required details during the registration process by Mhealing and specifically asked to create an emergency assistance plan for the beneficiary. Any liability for providing/not providing assistance to a third party along with the beneficiary cannot be attributed upon Mhealing. The user agrees and acknowledges that all the expenses incurred by Mhealing in

rendering and facilitating the emergency services shall be refunded to Mhealing.

12. The prices for services are described on the Website and are incorporated into these terms by reference.
13. The prices, products and services are subject to change at the Mhealing discretion.
14. We shall use its reasonable endeavours to meet any performance dates specified, but any such dates shall be estimated only and time shall not be of the essence for performance of any Services, unless otherwise specified.
15. User agrees and acknowledges that quality of Services or non-satisfaction by the beneficiary or You shall not be attributed to Mhealing.
16. If a request for a specific product or Service is not available, we may offer you substitute products or Services of a similar description and standard. You may at your sole discretion refuse acceptance of such substitute products and/or Services and request a full refund from the Supplier/Service Provider in the event that payment has already been made to them for the unavailable product or Service.
17. The Services purchased through this Website are for a fixed period of time as specified in the description of such Services. On the expiry of the Service period for a Service, all the obligations of Mhealing towards you for such Service shall cease.
18. All the correspondence between Mhealing and You, the beneficiary or any third party in relation to the Services being provided may be recorded and you hereby consent for the same.
19. In the event of any inadvertent mistake by the us in quoting the price of a service plan, we will notify the user of the error

before the payment is processed. The User will then have the choice to either accept the correct price or to cancel its request.

20. It is clarified the platform is primarily for personal use of the consumer. No commercial use of the platform by any USER will be permitted and in such cases the 'we' will have the liberty to take any appropriate legal action /punitive action as deems fit.
21. The geographical domain of operation of the platform will primarily be India. It is primarily caters towards the needs and requirements of the Indian Consumer.
22. On making booking by the USER from the aforesaid channel, all requisite/necessary details shall be conveyed to the USER by email, phone no., Whatsapp or any other messaging platform regarding the session
23. In case of failure to provide the services as per the booking made by the USER. The maximum compensatory action available to the USER will be rebooking/ re appointment post mutual discussion between the 'we' representative and the USER.
24. The 'we' reserves its right to decide and alter pricing dynamically as per the skill of the professional, demand and availability of the professional in the given circumstances.

7. DISCLAIMER CLAUSE

1. The 'we' strives to provide Services that are of the highest quality and standards and professional engaged for the services are

thoroughly checked and reviewed for their skills and knowledge to maintain the aforesaid benchmark. However, it shall not accrue any warranty, indemnity or any other such liability of similar nature on the ‘we’ to meet any self-enunciated objective/need of the USER whether medical or otherwise.

2. It will be Obligatory for the USER to convey to our Professional before the requested session and to the ‘we’ at the time of making any such booking regarding any impending /ongoing injury or health issue including muscular and nervous issues or issues related to bones, joints, body, spine etc. which can be reasonably be effected by the massage/yoga session. Further, it is also required by the USER to inform the Professional about any area/section of the body to which the he/she requires the Professional to be careful about during the session.
3. ‘we’ in any communications with the USER may provide any information/recommendation based on queries and requirements raised by the parties. It is pertinent to note here that such consultation shall not bind/create any warranty or liability of similar nature on the ‘we’.
4. While it is a conscious endeavors of the ‘we’ to provide accurate information about Services and Charges, pricing errors may occur for reasons independent of control of the ‘we’. The same shall not expose the ‘we’ to any liability arising out of the same.
5. The USER agrees and acknowledge that we are merely a Platform that facilitates transaction between the Service professionals and

USERS and we shall not be liable in any manner for any obligations that have not been explicitly stated in these Terms. We are not liable or responsible for fulfillment of any bookings, for the performance of the Services by any Service Professional, or for any acts or omissions of the Service Professionals during their provision of the Services including any damage they may cause to property. By booking Services through the Platform, you are entering into a contract with the relevant Service Provider for the provision of those services, and we accept no responsibility or liability, nor do we make any warranty, representation, or guarantee in respect of the Service Professional's performance under that contract.

6. We make every endeavors to provide top quality services with scientific techniques which have stood the test of time and condensed into its present form which has been accepted and shown consequential results for people in general. However, any complication arising out of services which are due to problems endemic to the individual USER or otherwise beyond the control of professional involved or the 'we' shall not bear any liability on the 'company. Further, such USERS shall take services and consequential effects at their own risk.
7. Professional are involved in the Mhealing post rigorous background check and 'we' ensures that all possible measures are taken to ensure professionals with the highest standards of professionalism and integrity are involved in the business. However, in rare cases if any professional demonstrates any nonprofessional and unethical conduct during his session with

USER. Any consequences emanating from the same legal or otherwise shall be an issue between the professional and USER and the 'we' shall be completely immune from any consequences emanating from any such incidents.

8. We endeavor is to provide a platform for USERS who seek remedial/relaxation services to reduce/mitigate stress. It is clearly stated that the 'we' does not claim neither assures any cure of past medical issues or disease of the USERS.
9. We strives to ensure that transparent and fair medium established for the professionals and the USERS to interact. It is ensured to the USER that in case the Professional does not turn up at the designated session pre booked and paid to the company, the booking amount shall be refunded to the USER in 7 business days from the date of the aforesaid session.
10. It is the intent of the 'Mhealing' to provide quick, robust and hassle free services to the USER bearing strict adherence to the time and schedule for each session, But if due to some external reason including traffic jam, weather conditions etc. If Service professional is not able to arrive on designated time, the same can be informed to the 'we' and suitable measure /arrangement may be made to post discussion on call or any other suitable media.
11. It is informed that 'we' holds the right to bill extra charges in case any of the aforementioned contingencies

- (a) ~~For Night booking which shall commence from 8pm applicable till 8am~~
- (b) The USER postpones booking from the designated slot for the session.
- (c) The location of the USER is very remote which shall accrue additional transport charges on the USER.

12. That 'we' maintains and ensures sufficient and proportionate no. of professionals to cater to the demands of the USERs. However in extreme circumstances where the full roster of professional is already booked, then 'we' shall have the right to outsource work to third parties/professionals and payment and considerations shall borne by the USER shall be at par with professional directly working on roster of the 'Mhealing'plus.

13. To the fullest extent permissible by law the 'we' disclaims any loss to USER arising out of the following circumstances

- a. Unavailability of services at any time
- b. Occurrence of any delay due to Defects/Interruptions/ or any similar discrepancy resulting delay or loss to the USER.
- c. Failure to remain functional or operational at any given time.
- d. Loss of any data procured by the 'we' to facilitate services on the platform.

14. The 'we' shall have the right to amend /alter any term of the agreement as per the requirement and contingencies in the circumstances therein.

15. Nothing in these Terms will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit

8. Payment:

- a) We accept online payment via Credit Card, Debit Card and Net Banking. The user is solely responsible for all charges owed for all goods and services booked and/or purchased through the Website. The products and services of the Mhealing can be purchased/hired by a user by one time lump sum payment as provided on the Website.
- b) In the event the Mhealing agrees to accept payment for the Services of any Supplier/Service Provider through the payment gateway mechanism provided on the Website, it shall be doing so solely on the instructions of such Service Provider and shall in no manner be liable to you for collecting and/or refunding any payments received on behalf of such Service Provider. In this regard, You acknowledge and agree that the Mhealing is merely a facilitator in relation to receiving payments from you for any third party Services and it is not acting as a trustee in relation to such payment.
- c) All online payments are processed using the gateway provided by the respective issuing banks which support payment facility. All such online payments are also governed by the terms and conditions agreed to between the user and the respective Issuing Bank.
- d) The user agrees, understands, confirms and states that the card details provided by the user to transact on the Website will be correct, accurate and is owned by the user. In the event user uses a card belonging to any third party, then, user confirms that user has been authorized to or expressly permitted by such third party to use the card for making payments. The liability for use of a card fraudulently will

solely be on the user and the onus to 'prove otherwise' shall be exclusively on the user.

e) User shall be solely responsible for compliance of all applicable laws for making payments to Mhealing. In addition to all other remedies available under law and equity and as detailed under this Agreement, the we reserves the right to recover any and all costs, expenses, charges, damages of any nature whatsoever, from any user using the Website fraudulently. Further, we reserves the right to initiate legal proceedings against such persons for fraudulent use of the Website and any other unlawful acts or acts or omissions in breach of these T&C.

9. Cancellation & Refund:

- a) You may cancel or reschedule any appointment by informing customer care or through website or mobile app no later than 24 hours prior to the scheduled appointment. In case of request for rescheduling Mhealing does not guarantee that it will be able to provide the same service provider or supplier again and on the rescheduled time.
- b) Mhealing may cancel or reschedule any appointment without any prior notice.
- c) If a booking for package Service (as defined under Services in the Website) is cancelled or postponed, all money paid by you shall be retained by Mhealing and if applicable a fee for all work completed beyond what was already paid for shall be paid by you to Mhealing.
- d) The user is also under an obligation to ensure that entire payment for the Services sought to be availed is made to Mhealing even if the Services are not being availed by the customer.
- e) We reserves the right to modify the price of the Services from time to time without prior intimation to You. However, in case of any change in the pricing of the Service already ordered by you but not rendered by

Mhealing/Supplier/Service Provider, due opportunity shall be provided to you by means of an intimation of the said change, seeking your instructions for continuing with the modified pricing or cancellation of the Service.

- f) It is agreed and acknowledged by the user that in case the user wants to cancel/terminate the Mhealing services for period of one quarter (4 month) package subscription for whatsoever reasons, if such cancellation is made within 15 days of subscription then full refund will be made after deducting all the taxes paid to the government of India.
- g) It is agreed and acknowledged by the user that in case the user wants to cancel/terminate the subscription for Mhealing packages for whatsoever reasons post 15 days of 4 month subscription package, Mhealing reserves its right and total discretion in determining the refund, if any, for the said cancelled packages/Services depending on the execution of the Service, investment made by Mhealing and involvement of third party Supplier/Service Providers.
- h) It is agreed and acknowledged by the user that if user subscribed for more than one quarter (4 month) package subscription and want to cancel the subscription, then refund will be made for remaining quarter package except for one quarter (4 month) package price after deducting all the taxes paid to the government of India. Similarly if user exercise such right of cancellation post one quarter (4 month) then except of such quarter period, refund will be made for remaining quarter period.
- i) You hereby undertake and acknowledge to make good all the loss suffered by Mhealing due to the cancellation of Service whether package or individual.
- j) For refunds or cancellation of Subscriptions Plans on discounted or special promotional offers run by Mhealing, the refund will be provided on the actual price of the plan and not on the discounted plan price.

10. INTELLECTUAL PROPERTY CLAUSE

- 1.** All intellectual property such as trademark, copyright etc. indicated on the platform or otherwise associated with any other forum representing the platform therein shall be the sole ownership of the 'we'.
- 2.** No right shall accrue on any USER or any other person regarding the use of intellectual Property without the express consent and permission of the 'we'.
- 3.** All data/details uploaded by USER or visitor on the platform and protection of any Intellectual Property Rights emanating thereto shall be the sole responsibility of the USER.

11. COMPENSATION CLAUSE

- 1.** In case any loss is caused to the 'we' by any unwarranted actions of the USER .He/She shall be made liable to compensate /indemnify the 'we' regarding the same.
- 2.** In case any loss caused to the professional or any equipment used by the professional by any unwarranted action/activity of the USER, it shall be the sole responsibility of the USER to compensate and indemnify the professional via depositing the compensation to the representative designated regarding the same by the 'we' or at the registered office of the 'we'.

12. CANCELLATION/CESSATION OF SERVICES

- 1.** In case of violation of any terms and condition or any other law of the land in the agreement by any USER or any other law of the

land, the ‘we’ shall hold the right to cancel his booking and any other registration on the platform.

2. The aforesaid cancellation/rescission shall not deprive the ‘we’ of any outstanding pecuniary dues of the USER towards the ‘we’.
3. Any form of misbehavior with staff/employee of the ‘we’ or any professional engaged by the ‘we’ regarding the services shall accrue right of termination/cancellation of service with the USER. All decision regarding the same shall be on the sole discretion of the person/committee dedicated for the same by the ‘we’.
4. Your agreement with Mhealing shall stand terminated upon expiry of the Service period for availed Plan/Services and upon conclusion of Service provided by Mhealing for individual Services booked by you by paying the Membership fee.
5. If the user no longer wishes to have a registered account, the user may request to Mhealing to terminate his account and same will be considered by Mhealing. If the user no longer accepts these T&C, or any future modification to this T&C, user must cease using the Website and Membership of Mhealing, however, continued use of the Website indicates user’s continued acceptance of these terms and conditions.
6. If you acted in any way which is unlawful or if Mhealing is unable to verify the information provided by you and if other Members give negative feedback about you which Mhealing determines in its absolute discretion is worthy of termination.

7. If, for any reason, we believe that the user has not complied with these T&C, we may, at our sole discretion, cancel user's access to the registration areas of the Website immediately and without prior notice.
8. We may terminate user's registered account, at our sole discretion, by emailing the user at the email-address used for registration stating that the agreement has terminated.
9. We may suspend or terminate your account or access to Mhealing.com, or terminate or discontinue all or any part of Mhealing.com, the services offered on it, or these Terms of Use, at our discretion, at any time, and without prior notice
10. We will not be liable to you or any third party for termination of Mhealing.com or termination of your use of it. Suspension or termination will not affect those of your obligations under the Terms of Use, which, by their sense and context, are intended to survive such suspension or termination.
11. Any and every such termination shall be without any liability to the Mhealing

13. Limitation of Liability:

Neither the Mhealing nor any affiliate, officer, director, employee, attorney, or agent of the Agent shall have any liability with respect to the service provided by third party service provider/supplier, and the Beneficiaries hereby waives, releases, and agrees not to sue any of them upon, any claim for any special, indirect, incidental, or

consequential damages suffered or incurred by the Beneficiaries in connection with, arising out of, or in any way related to, this Agreement, or any of the transactions contemplated by this Agreement. The Beneficiaries hereby waives, releases, and agrees not to sue the Mhealing, its Agent or any Mhealing's affiliates, officers, directors, employees, attorneys, or agents for punitive damages in respect of any claim in connection with, arising out of, or in any way related to, this Agreement or any of the other Documents, or any of the transactions contemplated by this Agreement. You acknowledge that any Contract entered into by you with any Supplier/Service Provider is an independent contract. Mhealing hereby disclaims any and all liability for any act or omission of any Supplier/Service Provider or any loss incurred by you as a result of any act or omission of a Supplier/Service Provider whether or not arranged through Mhealing. It is agreed that in the event that you or your beneficiary is unable to receive the services on account of an inaccuracy or mistake by you and any inconvenience or delay that ensues are a result of such mistake, shall not be the Mhealing liability and losses incurred by Mhealing as a result of such inaccuracy or mistake may be claimed from you.

THESE LIMITATIONS WILL APPLY EVEN IF MHEALING HAS BEEN ADVISED OF, OR SHOULD HAVE KNOWN OF, THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL MHEALING's TOTAL LIABILITY TO YOU FOR ALL DAMAGES EXCEED THE GREATER OF THE AMOUNT YOU PAID TO MHEALING FOR THE SERVICE GIVING RISE TO THE DAMAGES.

14. Warranty:

- a) Mhealing does not fully evaluate any supplier, service provider, company, organization, or individual, or their respective offers, that are accessible through this website. While we use some care in selecting any professional service provider, our associates and affiliates, we make no express or implied warranty or representation, nor are we liable for any direct, indirect or consequential damage arising in connection with respect to any of the programs, services or products accessed through this website.
- b) Any financial or other relationship entered into between you and any third party that arose from information received or accessed through this website is solely between you and the third party. Mhealing is not a party to your agreements and you assume sole liability for any such agreements.

15. Force Majeure:

Neither Mhealing or any other Third Party Service Provider/Supplier shall be held liable or responsible nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the Mhealing or other Third Party Service provider including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

16. Indemnity:

By accessing this Website, you agree to defend, indemnify and hold harmless Mhealing, its employees, directors, officers, agents and successors and assigns from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorney's fees, caused by or arising out of claims based upon your actions or inactions, which may result in any loss or liability to the Mhealing or any third party including but not limited to breach of any warranties, representations or undertakings or in relation to the non-fulfilment of any of your obligations under this agreement or arising out of your violation of any applicable laws, regulations including but not limited to intellectual property rights, payment of statutory dues and taxes, claim of libel, defamation, violation of rights of privacy or publicity, delay, misrepresentation or misinformation, loss of service by other users of this Website and infringement of intellectual property or other rights or in relation to any claims arising due to providing the beneficiary information. This clause shall survive the expiry or termination of this Agreement and termination of Your membership with Mhealing.

You hereby expressly release Mhealing and/or its affiliates and/or any of its staff and/or employee and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the third party Service provider and specifically waive any claims or demands that You may have in this behalf under any statute, Agreement or otherwise.

17. Waiver:

The failure of a Mhealing to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver nor shall it deprive such party of the right thereafter to insist upon strict adherence to that term or any term of this Agreement. Any waiver must be in writing signed by the waiving party and communicated to you.

18. APPLICABLE LAWS AND SEVERABILITY.

1. All terms shall be construed, enforced and be subject to the laws applicable in India.
2. In case any law is found in contravention or contrary to the laws, rules, regulations passed by parliament or anybody empowered shall stand severable till the extent of such contravention and rest of the provision if still applicable shall remain in force.

19. AMENDMENTS IN POLICY

The 'we' shall solely hold discretion to review, amend, alter, remove or reframe any part of the Agreement.

20. Dispute:

The parties expressly agree that in case any dispute arising out of services rendered, access or use of the Website or content they shall make all attempts to resolve it by amicable settlement and discussion.

21. Governing Law & Jurisdiction:

Terms of Use shall be governed by and interpreted and construed in accordance with the laws of India. The place of jurisdiction shall be exclusively in Delhi.

22. Disclaimers:

TO THE FULLEST EXTENT PERMITTED BY LAW, MHEALING, ITS CONTENT AND THE SERVICES OFFERED ON OR THROUGH IT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY, CONDITION, GUARANTEES, REPRESENTATIONS OR UNDERTAKINGS OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPLICITLY DISCLAIM ANY TERMS, WARRANTIES, CONDITIONS, GUARANTEES, REPRESENTATIONS OR UNDERTAKINGS OF MERCHANTABILITY, ACCEPTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED, ERROR FREE OR CONTINUOUS ACCESS AND SERVICE, OR NON-INFRINGEMENT, AND ANY TERMS, WARRANTIES, GUARANTEES, REPRESENTATIONS OR UNDERTAKINGS ARISING OUT OF OR IN THE COURSE OF DEALING OR USAGE OF SERVICE. ANY CONTENT ON OR OBTAINED THROUGH MHEALINGN IS ACCESSED AT YOUR OWN DISCRETION AND RISK. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM US OR THROUGH OUR WEBSITE OR MHEALING CONTENT, WILL CREATE ANY TERM, WARRANTY, CONDITION, GUARANTEE, REPRESENTATION OR UNDERTAKING.

23. Notices:

You consent to the use of electronic means to complete these Terms of Use and electronic records to store information related to these Terms of Use or your use of _____. Except as otherwise stated in these Terms of Use, any notices pursuant to these Terms of Use will be in writing and given: (1) by us via email (in each case to the address that you provide) or by posting on _____, or at the registered address