



TERMS AND CONDITIONS

FIRST DRAFT OF THE TERMS AND CONDITIONS – SOCH ENTERPRISES

SOCH ENTERPRISES INC. is launching a mobile application being a portal and network for providing a platform to users for sharing their experiences and also avail of counselling services from certified professionals. SOCH ENTERPRISES INC. is a corporate incorporated in Canada and is launching the mobile application “SOCH”.

It is advisable that all registrants to the website/mobile applications SOCH are accepting the terms and conditions as well as the Privacy Policy and agreeing to the contents therein. In case you do not agree/accept the terms and conditions then please do not proceed further. If you proceed further then it shall be deemed acceptance of these terms and conditions and you shall be unconditionally bound by it. These Terms and Conditions ("Terms", "Terms and Conditions") govern your relationship with SOCH mobile application (the "Service") operated by SOCH Enterprise Inc. ("us", "we", or "our").

This document has been published in accordance with the provisions of Rule 3(1) of the Information Technology (Intermediary) Guidelines, 2011. SOCH is not liable to inform the registered or non-registered users before or after making any amendments to the Terms and Conditions for the Application. The revised version of the terms and conditions might or might not be available on the application instantly. All users are advised to regularly visit the Terms and Conditions for periodic updates to the same.

This document is an electronic record in terms of (i) Information Technology Act, 2000; (ii) the rules framed there under as applicable; and (iii) the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act,

2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms for access or usage of SOCH APP or website.

Soch requires every user to accept the terms and conditions in a specified manner before proceeding onto the usage of the application and availing the services further. The online acceptance of the terms and conditions amount to the unequivocal consent/acceptance by the user to the terms and conditions.

1. ELIGIBILITY TO USE

The services provided by Us are not available for usage to minors or individuals below the age of 18 years. The User presents that he/she is of legal age to enter into a legal obligation with the website and has not been restricted access to use the services offered by the website. A minor shall be allowed to use the services offered by the website only under the guardianship of an adult in accordance with the laws of India. Users that have been suspended or removed from the Company system shall not be allowed to use the services offered by the website again. If a User does not meet the aforementioned eligibility criteria, he/she will not be allowed to use the services offered by the website.

The Company will hold the complete rights to withhold, refuse or deny access to any new user or an existing user of the website without the provision of any valid reason for the same. The Company will also have the right to approve or deny access to a particular product or category by a Store. The Company may or may not provide an acceptable reason for the same.

The company does not allow a single user to operate more than one account on the website. Users are also restricted to sell, trade or transfer the rights of operation of an

account to any other individual other than self. The services are only available within the territorial bounds of India as of now.

2. INFORMATION

When you begin the registration on the application, you must add all the required details in the registration form for one or more services to proceed to the next step. When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service. You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

3.CONTENT

You hereby agree and undertake not to host, display, upload, modify, publish, transmit, update or share any information on the mobile application which belongs to another person and to which you do not have any right or which;

- 1. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;*
- 2. harms minors in any way;*
- 3. infringes any patent, trademark, copyright or other proprietary/intellectual property rights;*
- 4. violates any law for the time being in force;*
- 5. deceives or misleads the addressee about the origin of such messages communicates any information which is grossly offensive or menacing in nature;*

6. *impersonates another person;*
7. *contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;*
8. *threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation; or*
9. *is misleading or known to be false in any way.*

4. COMMERCIALS AND PRICING

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information including your credentials relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete. By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases. We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected. We will not be held responsible or liable for any failure for the Purchase to complete, or any resulting loss or damages to you.

SUBSCRIPTION

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set on a monthly basis. At the end of each Billing Cycle, your Subscription will

automatically renew under the exact same conditions unless you cancel it or SOCH Enterprise Inc. cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting SOCH Enterprise Inc. customer support team.

A valid payment method, including credit card or PayPal, is required to process the payment for your Subscription. You shall provide SOCH Enterprise Inc. with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize SOCH Enterprise Inc. to charge all Subscription fees incurred through your account to any such payment instruments. Should automatic billing fail to occur for any reason, SOCH Enterprise Inc. will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

FEE CHANGES

SOCH Enterprise Inc., in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle. SOCH Enterprise Inc. will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change/modification is implemented. Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

5. INTELLECTUAL PROPERTY RIGHTS

The Service and all contents, including but not limited to text, images, graphics or code are the property of SOCH Enterprise Inc. and are protected by copyright, trademarks, database and other intellectual property rights. You may display and copy, download or

print portions of the material from the different areas of the Service only for your own non-commercial use, or to place an order with SOCH Enterprise Inc.

Any other use is strictly prohibited and may violate copyright, trademark and other laws. These Terms do not grant you a license to use any trademark of SOCH Enterprise Inc. or its affiliates. You further agree not to use, change or delete any proprietary notices from materials downloaded from the Service.

LINKS TO OTHER WEB SITES

The Service may contain links to third-party web sites or services that are not owned or controlled by SOCH Enterprise Inc. SOCH Enterprise Inc. has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that SOCH Enterprise Inc. 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 use of or reliance on any such content, goods or services available on or through any such websites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

6. REPRESENTATION

SOCH Enterprise Inc. makes no guarantees, representations or warranties of any kind as regards the website and associated technology. Any purportedly applicable warranties, terms and conditions are excluded, to the fullest extent permitted by law. Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service 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, non-infringement or course of performance, except as provided for under the laws of India. SOCH Enterprise Inc. its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c)

the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements. SOCH does not represent or provide any medical treatment or warrants providing any medical assistance to the clientele. SOCH does not represent any medical practice in the arena of human psychology and cannot be considered as a substitute for medical consultation.

If you breach any of these Terms and SOCH Enterprise Inc. chooses not to immediately act, or chooses not to act at all, SOCH Enterprise Inc. will still be entitled to all rights and remedies at any later date, or in any other situation, where you breach these Terms. SOCH Enterprise Inc. does not waive any of its rights. SOCH Enterprise Inc. shall not be responsible for any purported breach of these Terms caused by circumstances beyond its control. A person who is not a party to these Terms shall have no rights of enforcement. You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

7. TERMINATION

We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if you breach the Terms. All provisions of the Terms shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability. Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

8. INDEMNIFICATION

You agree to indemnify, defend and hold harmless SOCH Enterprise Inc., its principals, officers, directors, representatives, employees, contractors, licensors, licensees, suppliers and agents, from and against any claims, losses, damages, obligations, costs, actions or demands. These include but are not limited to: (a) legal and accounting fees resulting

from your use of the Service; (b) your breach of any of these Terms; (c) anything you post on or upload to the Service; and (d) any activity related to your account. This includes any negligent or illegal conduct by you, any person or entity accessing the Service using your account whether such access is obtained via fraudulent or illegal means.

9. LIMITATION OF LIABILITY

SOCH Enterprise Inc., its directors, employees, partners, agents, suppliers, or affiliates, shall not be liable for any loss or damage, direct or indirect, incidental, special, consequential or punitive damages, including without limitation, economic loss, loss or damage to electronic media or data, goodwill, or other intangible losses, resulting from (i) your access to or use of the Service; (ii) your inability to access or use the Service; (iii) any conduct or content of any third-party on or related to the Service; (iv) any content obtained from or through the Service; and (v) the unauthorized access to, use of or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other claim in law, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

10. REFUND POLICY

We are sure that you would love our services. But just in case you have any concerns for refund they can be processed only prior to the schedule of the services being availed. You cannot claim any refund after you have availed the services of SOCH. The refund requests shall be on a case to case basis and in sole discretion of SOCH ENTERPRISES INC.

11. CONFIDENTIAL INFORMATION

Both parties to this agreement undertake to each other that they shall retain and keep all the confidential information received/exchanged between them in writing or verbally to themselves. However, the information which is already in public knowledge or is obvious or inconsequential to the parties it shall be excluded from the ambit of confidential

information. Both the parties shall insure the compliances by its respective employee/staff.

12. AVAILABILITY, ERRORS AND INACCURACIES

In order to provide exceptional service, and accuracy, we regularly update the products and services on the Service. We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. Despite our best efforts, the products or services available on our Service may have an error regarding the price, be inaccurately described, or be unavailable. We may experience delays in updating information on the Service and in our advertising on other websites.

13. GOVERNING LAW

These Terms shall be governed by, and interpreted and enforced in accordance with, the laws of India. as applicable. If any provision of these Terms is held to be invalid or unenforceable by a court of competent jurisdiction, then any remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements, oral or otherwise, regarding the Service.

14. CHANGES

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, in whole or in part, please stop using the website and the Service.

CONTACT US

If you have any questions about these Terms, please contact us at contact@soch.app