# Terms and Conditions for The Expert AI

## Introduction

Welcome to \*\*The Expert AI\*\*! These Terms and Conditions ('Terms') govern your use of our platform, including our website and mobile application (collectively referred to as the 'Platform'). By accessing or using the Platform, you agree to comply with these Terms. If you do not agree, please refrain from using our services.

## Definitions

- \*\*Platform\*\*: The website and mobile application operated by The Expert AI.  
- \*\*User(s)\*\*: Individuals or entities seeking professional services through the Platform.  
- \*\*Expert(s)/Professional(s)\*\*: Individuals or entities offering their services on the Platform.  
- \*\*App Credits\*\*: Virtual currency used within the Platform to pay for services.  
- \*\*Commission\*\*: The fee retained by The Expert AI from each transaction between a User and an Expert/Professional.  
- \*\*Wallet\*\*: A feature within the Platform where Users can store and manage App Credits.

## Scope of Services

The Platform facilitates:  
1. Listing and promotion of services by Experts/Professionals.  
2. Enabling Users to purchase services using App Credits.  
3. Secure communication channels between Users and Experts/Professionals.  
4. Monthly reconciliation and payout processes to Experts/Professionals, with The Expert AI retaining a commission on services rendered.

## Eligibility

- \*\*Users\*\*: Must be at least 18 years old or have parental/legal guardian consent to use the Platform.  
- \*\*Experts/Professionals\*\*: Must possess the necessary qualifications, licenses, and permissions to offer their services. The onus to have the requisite degree should lie on the user/professional.

## Account Registration

- \*\*Users\*\*: Must provide accurate and up-to-date information during registration and maintain the confidentiality of their account credentials.  
- \*\*Experts/Professionals\*\*: Must submit verifiable documentation of their qualifications, certifications, and payment details.

## App Credits and Wallet Services

- \*\*Purchasing App Credits\*\*: Users can purchase App Credits through available payment methods on the Platform. These credits are stored in the User's Wallet.  
- \*\*Usage\*\*: App Credits are non-transferable and can only be used to avail services on the Platform.  
- \*\*Validity\*\*: App Credits are valid for 6 months from the date of purchase.  
- \*\*Refunds\*\*: App Credits are non-refundable, except in cases of technical errors or fraud, subject to verification by The Expert AI.

- \*\*Services\*\*: Issuing App Credits does not mean that The Expert AI is providing services to Experts/Professionals.

## Payment Terms

- \*\*For Users\*\*:  
 - Payments for services are deducted from the User's App Credit balance.  
 - Any disputes regarding services must be reported within 7 days of the service date.  
- \*\*For Experts/Professionals\*\*:  
 - Payouts are processed monthly after reconciliation.  
 - The Expert AI retains a commission of 10% on the total value of services rendered.  
 - Payouts are subject to applicable taxes and deductions as per prevailing laws.

## Taxes and Legal Compliance

- \*\*Goods and Services Tax (GST)\*\*: Applicable as per jurisdictional laws.  
- \*\*Tax Deducted at Source (TDS)\*\*: The Expert AI will deduct TDS from payouts to Experts/Professionals, where applicable.

- \*\*Tax Collected at Source (TCS)\*\*: The Expert AI will collect TCS from payouts of Experts/Professionals, where applicable.

- \*\*Compliance\*\*: Experts/Professionals are responsible for complying with local tax regulations and filing their taxes accordingly.

## Usage Policies

- \*\*Prohibited Activities\*\*:  
 - Engaging in unlawful or fraudulent activities.  
 - Providing false information or impersonating another individual.  
 - Harassment, hate speech, sexual or discriminatory behavior.  
- \*\*Content Standards\*\*:  
 - Experts/Professionals must ensure that all content, service descriptions, and pricing are accurate and not misleading.  
 - Uploading or sharing copyrighted or unauthorized material is strictly prohibited.

## Intellectual Property Rights

The Platform and its content, including trademarks, logos, and software, are the intellectual property of The Expert AI. Users and Experts/Professionals are granted a limited, non-exclusive, and non-transferable license to use the Platform in accordance with these Terms.

## Limitation of Liability

- \*\*The Expert AI is not liable for\*\*:  
 - The quality or outcome of services provided by Experts/Professionals.  
 - Any disputes arising between Users and Experts/Professionals.  
 - Loss of App Credits due to unauthorized access or User negligence.  
- \*\*Indemnification\*\*:  
 - Users and Experts/Professionals agree to indemnify and hold harmless The Expert AI from any claims, damages, or legal actions arising from their use of the Platform.

## Dispute Resolution

- \*\*Between Users and Experts/Professionals\*\*:  
 - Parties are encouraged to resolve disputes amicably through direct communication.  
 - If unresolved, disputes can be escalated to The Expert AI's support team for mediation.  
- \*\*Legal Jurisdiction\*\*:  
 - Any unresolved disputes will be subject to the exclusive jurisdiction of the courts in as decided by The Expert AI.

## Refund Policy

- \*\*App Credits\*\*: Non-refundable, except in cases of technical errors or verified fraud.  
- \*\*Services\*\*: Refunds for services are at the discretion of the The Expert AI and the Expert/Professional should abide by the same.

## Modification of Terms

The Expert AI reserves the right to modify these Terms at any time. Changes will be communicated through the Platform. Continued use of the Platform after such changes constitutes acceptance of the new Terms.

## Termination

- \*\*By Users or Experts/Professionals\*\*: Accounts can be terminated at any time by providing written notice to The Expert AI.  
- \*\*By The Expert AI\*\*: Accounts may be terminated for violations of these Terms or applicable laws, with or without prior notice.

## Governing Law

These Terms are governed by the laws of Delhi/NCR. All disputes will be subject to the exclusive jurisdiction of the courts in Delhi/NCR.

## Contact Information

For any queries, concerns, or disputes, please contact us at:  
- \*\*Email:\*\* support@theexpertai.com