

TERMS OF SERVICE

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Welcome to Ayursh's Terms of Use for Application

The following Terms of Use describes how, **AYURSH** (owned by **AYURSH TECHNOLOGIES (OPC) PRIVATE LIMITED** and affiliates, “we, “us” or “our”) collect, store, use, process, retain, transfer, disclose and protect your personal information that we obtain through www.ayursh.com (“**Website**”) and our mobile application ‘ayursh’ (“**Application/Platform**”)

This legal agreement is an electronic record in terms of Indian Information Technology Act, 2000 and rules there under as applicable and the amended provisions about electronic records in various statutes as amended by the Indian Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This legal document is published in accordance with the provisions of Rule 3 (1) of the Indian Information Technology (Intermediaries guidelines) Rules, 2011 and Rule 4 of the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 of Information Technology Act, 2000 amended through Information Technology Amendment Act, 2008 that require publishing the Terms of Use and practices for access or usage of the platform.

We respect you and take the information provided by you very seriously and hence the creator of this Terms of Service ensures a steady commitment with regard to the protection of your invaluable information also to support the ongoing cause that you may share across on this Platform. We ask for this information so that we can understand more about the people who support us.

For the purpose of these Terms of Use (“**Terms of Use**”), wherever the context so requires, “*We*”, “*Our*”, and “*Us*” shall mean and refer to the Platform as the context so requires. “*You*”, “*Your*”, “*Yourself*”, “*User*” shall mean and refer to natural and legal individuals

who shall be Users of this Platform provided by Ayursh and who is competent to enter into binding contracts, as per Indian laws. “*Third Parties*” refer to any Application, Platform or individual apart from the Users and the creator of this platform. “*Platform*” refers to the Application.

1. GENERAL TERMS

- i. The headings of each section in these Terms of Use or Privacy Policy are only for the purpose of organizing the various provisions under these Terms of Use and the Privacy Policy in an orderly manner and shall be used by either Party to interpret the provisions contained herein in a manner as may apply to the Users. Further, it is specifically agreed to by the Parties that the headings shall have legal or contractual value on You using the Platform.
- ii. The use of this Platform by You is solely governed by these Terms of Use, Privacy Policy that may be uploaded on the platform and any modifications or amendments made thereto by Us from time to time, at our sole discretion. If You as a User continue to access and use this Platform, you are agreeing to comply with and be bound by the following Terms of Use and Privacy Policy.
- iii. You expressly agrees and acknowledges that these Terms of Use and Privacy Policy are co-terminus in nature and that expiry/termination of either one will lead to the termination of the other.
- iv. You unequivocally agree that these Terms of Use and the Privacy Policy constitute a legally binding agreement between You and Us, and that You shall be subject to the rules, guidelines, policies, terms, and conditions applicable to your use of the Platform, and that the same shall be deemed to be incorporated into these Terms of Use and shall be treated as part and parcel of the same. You acknowledge and agree that no signature or express act is required to make these Terms of Use and the Privacy Policy binding on You and that your act of visiting any part of the Platform constitutes the User’s full and final acceptance of these Terms of Use and the Privacy Policy.
- v. We reserve the sole and exclusive right to amend or modify these Terms of Use without any prior permission or intimation to You, and You expressly agrees that any such amendments or modifications shall come into effect immediately. If You do not

adhere to the changes, You must stop using the Platform at once. Your continued use of the Platform will signify your acceptance of the changed terms.

2. PLATFORM OVERVIEW

We are an online Platform introducing home Ayurveda therapies where you can relish the wisdom of Ayurveda at the comfort of your home. Our team of experienced Ayurvedic doctors and trained therapists would help your body and mind rejuvenate while you unwind and let your stress and discomforts melt away.

Registered users can consult our online and offline doctor for therapy sessions from the comfort of their home. Our team of doctors are authorised to prescribe medication that is suitable as per the user's needs. We further, provide therapy sessions by our registered therapists for users. All bookings can be made via the Platform for consultation sessions as well as therapy sessions.

3. REGISTRATION

Registration for users is mandatory. Registration will be deemed to be completed after an mobile OTP and email OTP verification. Social media platforms can be linked to our Platform during registration.

4. ELIGIBILITY

- a) You represent and warrant that you are competent and eligible to enter into legally binding agreements and of age and that you have the requisite authority to bind themselves to these Terms of Use following the Law. However, if you are minor using this platform, you may do so with the consent of your legal guardian. All Acts of minor shall be deemed to be considered as the acts undertaken under the supervision of their legal guardian.
- b) You further represent that you will comply with these Terms of Use and all applicable local, state, national and international laws, rules and regulations.
- c) You shall not use the Platform if you are not competent to contract or are disqualified from doing so by any other applicable law, rule or regulation currently in force.

5. CONTENT

All text, graphics, User interfaces, visual interfaces, photographs, trademarks, logos, brand names, descriptions, sounds, music and artwork (collectively, '**Content**'), is generated/ provided or based on information provided by the users or third parties and We has no control and make no guarantees regarding the quality, the accuracy, integrity or genuineness of such content or such other information provided on the Platform.

All the Content displayed on the Platform is subject to copyright and shall not be reused by You (or a third party) without the prior written consent from Us and the copyright owner.

You are solely responsible for the integrity, authenticity, quality and genuineness of the content provided on the Platform and whilst feedback and comments by You can be made via the Platform, We bear no liability whatsoever for any feedback or comments made by the other Users or made in respect of any of the content on the Platform. Further, the Platform reserves its right to suspend the account of any User for an indefinite period to be decided at the discretion of the Platform or to terminate the account of any User who is found to have created or shared or submitted any content or part thereof that is found to be untrue/ inaccurate/misleading or offensive/vulgar. You shall be solely responsible for making good any financial or legal losses incurred through the creation/sharing/submission of Content or part thereof that is deemed to be untrue/inaccurate/misleading.

You have a personal, non-exclusive, non-transferable, revocable, limited privilege to access the content on the Platform. You shall not copy, adapt, and modify any content without written permission from Us.

6. INDEMNITY

You agree to indemnify, defend and hold harmless the Us, and our respective directors, officers, employees and agents (collectively, "**Parties**"), from and against any losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Us that arise out of, result from, or maybe payable by, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to

be performed according to these Terms of Use. Further, You agrees to hold the Us harmless against any claims made by any third party due to, or arising out of, or in connection with:

- a. Your use of the Platform,
- b. Your violation of these Terms of Use;
- c. Your violation of any rights of another;
- d. Your alleged improper conduct according to these Terms of use;
- e. Your conduct in connection with the Platform;

You agree to fully cooperate in indemnifying Us at your expense. You also agree not to settle with any party without the consent from Us.

In no event shall we be liable to compensate You or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable, and whether or not You had been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortuous action, or any other claim arising out of or in connection with the Your use of or access to the Platform and/or the Services or materials contained therein.

7. LIMITATION OF LIABILITY

- a. The Founders/ Promoters/ Partners/ Associated people of Ayursh are not responsible for any consequences arising out of the following events:
 - i. If the Platform is inoperative/non-responsive due to any connectivity errors associated with the internet connection such as but not limited to slow connectivity, no connectivity, server failure;
 - ii. If you have fed incorrect information or data or for any deletion of data;
 - iii. If there is an undue delay or inability to communicate through email;
 - iv. If there is any deficiency or defect in the Services managed by Us;
 - v. If there is a failure in the functioning of any other service provided by Us.
- b. The Platform accepts no liability for any errors or omissions, on behalf of itself, or for any damage caused to You, Your belongings, or any third party, resulting from the use

or misuse of the Platform or any service availed of by Us through the Platform. The service and any Content or material displayed on the service is provided without any guarantees, conditions or warranties as to its accuracy, suitability, completeness or reliability. We will not be liable to you for the unavailability or failure of the Platform.

- c. You are to comply with all laws applicable to you or your activities, and with all Policies, which are hereby incorporated into this Terms of Use by reference.
- d. The Platform expressly excludes any liability for any loss or damage that was not reasonably foreseeable by the Platform and which is incurred by you in connection with the Platform, including loss of profits; and any loss or damage incurred by you as a result of your breach of these Terms of Use.
- e. To the fullest extent permitted by law, We shall not be liable to You or any other party for any loss or damage, regardless of the form of action or basis of any claim. You acknowledge and agree that your sole and exclusive remedy for any dispute with us is to terminate your use of the Platform.

8. TERM

- a. These Terms of Use shall continue to form a valid and binding contract between You and Us and shall continue to be in full force and effect until You continues to access and use the Platforms.
- b. You may terminate your use of the Platform at any time.
- c. We may terminate these Terms of Use and close your account at any time without notice and/or suspend or terminate Your access to the Platform at any time and for any reason, if any discrepancy or legal issue arises.
- d. Such suspension or termination shall not limit our right to take any other action against you that we consider appropriate.
- e. It is also hereby declared that We may discontinue the Services and Platforms without any prior notice.

9. TERMINATION

We reserve the right, in its sole discretion, to unilaterally terminate Your access to the Platform, or any portion thereof, at any time, without notice or cause.

10. COMMUNICATION

By using this Platform and providing Your identity and contact information to Us through the Platform, You agree and consent to receive e-mails from Us and/or any of its representatives at any time.

You can report to “**support@ayursh.com**” if you find any discrepancy with regard to Platform or content-related information and We will take necessary action after an investigation. The response with resolution (if any issues found) shall be dependent on the time is taken for investigation.

You expressly agree that notwithstanding anything contained hereinabove, it may be contacted by Us relating to any services availed by You on the Platform or anything pursuant thereto and You agree to indemnify Us from any harassment claims. It is expressly agreed to by Us that any information shared by Us shall be governed by the Privacy Policy.

11. USER OBLIGATIONS AND FORMAL UNDERTAKINGS AS TO CONDUCT

You agree and acknowledges that you are a restricted user of this Platform and you:

- a. Agree to provide genuine credentials during the process of registration on the Platform. You shall not use a fictitious identity to register. We are not liable if You have provided incorrect information.
- b. Agree to ensure the Email address and any such other information provided during account registration is valid at all times and shall keep your information accurate and up-to-date.
- c. You agree that You are solely responsible for maintaining the confidentiality of your account password. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason.
- d. You agree that the Platform is merely a technology enabler linking doctors to patients, and patients and therapists. If any complexities arises due to the result of any treatment or medicine, we are not liable.
- e. Understand and acknowledge that the data submitted is manually entered into the database of the Platform. You also acknowledge the fact that data so entered into the database is for easy and ready reference for You, and to streamline the Services

through the Platform.

f. Authorize the Platform to use, store or otherwise process certain personal information and all published Content, responses, locations, User comments, reviews and ratings for personalization of Services, marketing and promotional purposes and for optimisation of User-related options and Services.

g. Understand and agree that, to the fullest extent permissible by law, the Platform or any of their affiliates or their respective officers, directors, employees, agents, licensors, representatives, operational service providers, advertisers or suppliers shall not be liable for any loss or damage, of any kind, direct or indirect, in connection with or arising from the use of the Platform or this terms of use, including, but not limited to, compensatory, consequential, incidental, indirect, special or punitive damages.

h. Are bound not to cut, copy, modify, recreate, reverse engineer, distribute, disseminate, post, publish or create derivative works from, transfer, or sell any information or obtained from the Platform. Any such use/limited use of the Platform will only be allowed with the prior express written permission.

i. Agree not to access (or attempt to access) the Platform and/or the materials or Services by any means other than through the interface provided by the Platform. The use of deep-link, robot, spider or other automatic devices, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or its content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform, materials or any content, or to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Platform will lead to suspension or termination of your access to the Platform. We disclaim any liabilities arising concerning such offensive content on the Platform.

j. Expressly agree and acknowledge that the Content generated by the Users and displayed on the Platform is not owned by Us and that We are in no way responsible for the content of the same. You may, however, report any offensive or objectionable content, which We may then remove from the Platform, at our sole discretion.

You further undertake not to:

- a. Engage in any activity that interferes with or disrupts access to the Platform or the Services provided therein (or the servers and networks which are connected to the Platform);
- b. Disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers, or networks connected to or accessible through the Platform or any affiliated or linked Platforms.
- c. Use the Platform or any material or content therein for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of this Platform or any other third party (s);
- d. Violate any code of conduct or guideline which may apply for or to any particular service offered on the Platform;
- e. Violate any applicable laws, rules or regulations currently in force within or outside India;
- f. Violate any portion of these Terms of Use or the Privacy Policy, including but not limited to any applicable additional terms of the Platform contained herein or elsewhere, whether made by amendment, modification, or otherwise;
- g. Commit any act that causes Us to lose (in whole or in part) the Services of its Internet Establishment ("**ISP**") or in any manner disrupts the Services of any other supplier/service provider of the Platform;

Further:

- h. You hereby expressly authorize Us to disclose any and all information relating to You in our possession to law enforcement or other government officials, as We may in our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those involve personal injury and theft/infringement of intellectual property. You further understand that the Platform might be directed to disclose any information (including the identity of persons providing information or materials on the Platform) as necessary to satisfy any judicial Order, law, regulation or valid governmental request.
- i. By indicating Your acceptance to use any services offered on the Platform, You are

obligated to complete such transactions after making payment. You shall be prohibited from indicating their acceptance to avail services where the transactions have remained incomplete.

j. You agree to use the services provided by Us, our affiliates, consultants and contracted companies, for lawful purposes only.

k. You agree to provide authentic and true information. We reserve the right to confirm and validate the information and other details provided by You at any point in time. If upon confirmation such details are found to be false, not to be true (wholly or partly), We shall in our sole discretion reject the registration and debar You from using the platform without prior intimation whatsoever.

l. You agree not to post any material on the Platform that is defamatory, offensive, obscene, indecent, abusive, or needlessly distressful or advertising any goods or services. More specifically, You agree not to host, display, upload, update, publish, modify, transmit, or in any manner share any information that:

- i. belongs to another person and to which you have no right to;
- ii. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, 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;
- iii. is in any way harmful to minors;
- iv. infringes any patent, trademark, copyright or other proprietary rights;
- v. violates any law for the time being in force;
- vi. Abuse, harass, threaten, defame, disillusion, erode, abrogate, demean or otherwise violate the legal rights of others;
- vii. Publish, post, disseminate, any grossly harmful information, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libellous, 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; or unlawfully threatening or unlawfully harassing including but not limited to

"indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

- viii. 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.

12. COOKIES

A cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. By continuing to browse the site, you are agreeing to our use of cookies. Cookies contain information that is transferred to your computer's hard drive. You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. A list of the type of cookies we use is as follows;

1. **Strictly necessary cookies.** These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
2. **Analytical/performance cookies.** They allow us to recognize and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.
3. **Functionality cookies.** These are used to recognize you when you return to our website. This enables us to personalize our content for you, greet you by name and remember your preferences (for example, your choice of language or region).
4. **Targeting cookies.** These cookies record your visit to our website, the pages you have visited and the links you have followed. We will use this information to make our website and the advertising displayed on it more relevant to your interests. We may also share this information with third-parties for this purpose.

Please note that third-parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have

no control. These cookies are likely to be analytical/performance cookies or targeting cookies. You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our Platform.

13. THERAPY AND CONSULTATION STANDARDS

You must agree to the following standards before booking for consultation or a therapy session:

- a. Therapists and doctors are randomly chosen based on availability. We do not allow users to choose therapist and doctors based on their preference.
- b. Patients should not be intoxicated during the course of the treatment.
- c. Patients must follow all COVID guidelines issued by the government before booking a session. If a patient has had COVID, they must wait 3 weeks before booking a session. During treatment, your BP and temperature will be measured by us, along with a routine check for skin diseases. The last mean the patient has must have a time difference of 1.5 hours between sessions.
- d. Patient should disclose all underlying medical conditions before booking, such as chemotherapies, skin diseases, etc.
- e. At the end of the sessions, doctors and therapist can upload prescriptions and health records of their patients. The details of these records are on the discretion of the doctor/therapist. They reserve the right to upload the relevant information of their choosing.
- f. You can raise queries to the doctors and therapist who will answer such queries within 24 hours. If that does not happen, the following session will be put on hold and you can even ask for a cancellation fee.

- g. During treatment, if a patient faces any sort of pain or allergies, the treatment plan will be changed after a free consultation with the doctor.
- h. The therapist and the medication prescribed by the doctors are purely on their discretion, we will not be held liable for any complexities arising from them.
- i. There is a restriction on the number of sessions per user.
- j. The patient must verify that the therapist/ doctor is a registered Ayursh professional via OTP message. We will not be held liable for any issues arising from such a case.
- k. Any sort of harassment or abuse by the user towards Ayursh doctors/therapist will result in legal action. Users cannot force or persuade doctors/therapist treatments they are not willing to provide.
- l. Users must keep location detail switched on at all times during the use of our Platform.
- m. If the user is uploading prescription from external doctors, they must disclose all information of the external doctor.
- n. The therapy charge will include the service cost, medicinal expenses, travel cost of therapist and any other luxury cost such as portable steam box. However, we do not endorse any medical product.
- o. All calls and messages are recorded and monitored by us.
- p. We provide different types of treatment, where some require doctor's prescription and some do not. Patient must read all information regarding each treatment and then select the one of their choosing.
- q. The details provided for each of the therapy is purely for information purpose. Users must not misuse the information.

- r. Users can raise concerns or ask for help for their doctor consultation bookings and therapy consultation booking right from the Platform chat window. There can be external SDK integrations of chat boxes like Zoho Desk, Freshdesk etc to handle and resolve users queries.
- s. Medical waste will be properly handled by the therapists at the end of every treatment. There are certain items like tissues, gloves, bedsheets which require to be disposed after every treatment. We provide proper and sanitary guidelines for these kind of waste management.
- t. Therapists will follow all COVID guideline before performing therapy such as sanitizing themselves periodically, checking temperature of the patient etc. Further, they will update their reports frequently including the time they leave for the session and when they reach the user.
- u. Therapist will provide insurance for each of the therapy assigned. The cost of insurance will be added to the therapy charges.
- v. We hold the right to decide the payment terms for external doctors. Consultant doctors will have to disclose complete and valid information about themselves, before joining Ayursh.

14. CANCELLATION AND REFUND TERMS

The following terms will be applicable in case of cancellation and refunds:

- i. Cancellation and refunds will be processed through the Platform, in case of any queries regarding the same, please contact at support@ayursh.com.
- ii. In a case, where patient has concealed important medical information which is contradictory to the therapy received or the medication prescribes, patient is entitled to only 20% of the cancellation fee. However, in these cases, we will monitor all communication between patient and doctor along with valid proof from the doctors will be collected.

- iii. In a case, where a patient suffers from pain, allergies, boils, acne etc. due to the treatment, during the course of the treatment, a refund will be paid to the patient.
- iv. Patients are not entitled to any monetary claims if they harass any of Ayursh's professionals. In a case, where patient misbehaves with a doctor after first consultation, the therapy session will immediately stop and no refund will be paid.
- v. Payment is mandatory before booking any sessions. Cancellations due to error on our end will be refunded. However, cancellations due to error on the patient's end will not be refunded.

15. SUSPENSION OF USER ACCESS AND ACTIVITY

Notwithstanding other legal remedies that may be available, we may in our sole discretion, limit the You access and/or activity by immediately removing your access credentials either temporarily or indefinitely, or suspend/terminate your association with the Platform, and/or refuse to the usage of the Platform, without being required to provide you with notice or cause:

- a. If you are in breach any of these Terms of Use or the Privacy Policy;
- b. If you have provided wrong, inaccurate, incomplete or incorrect information;
- c. If your actions may cause any harm, damage or loss to the other Users or Us, at our sole discretion.

16. INTELLECTUAL PROPERTY RIGHTS

Unless expressly agreed to in writing, nothing contained herein shall give You a right to use any of the Platform's trade names, trademarks, service marks, logos, domain names, information, questions, answers, solutions, reports and other distinctive brand features, save according to the provisions of these Terms of Use. All logos, trademarks, brand names, service marks, domain names, including material, designs, and graphics created by and developed by the Platform and other distinctive brand features of the Platform are the property of the Platform or the respective copyright or trademark owner. Furthermore, concerning the Platform, we shall be the exclusive owner of all the designs, graphics and the like, related to the Platform.

You shall not use any of the intellectual property displayed on the Platform in any manner that is likely to cause confusion among existing or prospective Users of the Platform, or that in any manner disparages or discredits the Platform, to be determined in the sole discretion.

You are aware all intellectual property, including but not limited to copyrights, relating to said services resides with the owners, and that at no point does any such intellectual property stand transferred from the aforementioned creators. You are aware that we merely provide the platform through which the You can communicate with other users and the Platform does not own any of the intellectual property relating to the independent content displayed on the Platform, apart from created graphics and specified content.

You are further aware that any reproduction or infringement of the intellectual property of the aforementioned owners by You will result in legal action being initiated against You by the respective owners of the intellectual property so reproduced/infringed upon. It is agreed to by You that the contents of this Section shall survive even after the termination or expiry of these Terms of Use and/or Privacy Policy.

17. DISCLAIMER OF WARRANTIES AND LIABILITIES

a. You further agree and undertake that you are accessing the Platform at your sole risk and are that you are using the best and prudent judgment before availing any features on the Platform or accessing/using any information displayed thereon.

b. You agree that any kind of information, resources, activities, recommendations obtained/availed from Platform, written or oral, will not create any warranty and we disclaim all liabilities resulting from these.

c. It is further agreed to by You that the contents of this Section shall survive even after the termination or expiry of the Terms of Use and/or Privacy Policy.

18. FORCE MAJEURE

We will not be liable for damages for any delay or failure to perform our obligations hereunder if such delay or failure is due to cause beyond our control or without its fault or negligence, due to Force Majeure events including but not limited to acts of war, acts of God, earthquake, riot, fire, festive activities sabotage, labour shortage or dispute, internet interruption, technical failure, breakage of sea cable, hacking, piracy, cheating, illegal or unauthorized.

19. DISPUTE RESOLUTION AND JURISDICTION

It is expressly agreed to by You hereto that the formation, interpretation, and performance of these Terms of Use and any disputes arising therefrom will be resolved through Arbitration. It is further agreed to by You that the contents of this Section shall survive even after the termination or expiry of the Terms of Use and/or Privacy Policy.

Arbitration: In the event that the Parties are unable to amicably resolve a dispute, the said dispute will be referred to arbitration by a sole arbitrator to be appointed by Us, and the award passed by such sole arbitrator will be valid and binding on all parties. All cost of the Arbitration shall be borne solely in accordance with the Arbitrators award. The arbitration shall be conducted in English, and the seat of Arbitration shall be the city of **Bangalore, India**.

You expressly agree that the Terms of Use, Privacy Policy and any other agreements entered into between the Parties are governed by the laws, rules, and regulations of India.

20. NOTICES/GRIEVANCES

Any and all communication relating to any dispute or grievance experienced by You may be communicated to Us by emailing to support@ayursh.com

21. MISCELLANEOUS PROVISIONS

- a. **Entire Agreement:** These Terms of Use, read with the Privacy Policy, form the complete and final contract between the You and Us with respect to the subject matter hereof and supersedes all other communications, representations, and agreements (whether oral, written or otherwise) relating thereto.
- b. **Waiver:** The failure of either Party at any time to require performance of any provision of these Terms of Use shall in no manner affect such Party's right at a later time to enforce the same. No waiver by either party of any breach of these Terms of Use, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach, or a waiver of any other breach of these Terms of Use.
- c. **Severability:** If any provision/clause of these Terms of Use is held to be invalid,

illegal or unenforceable by any court or authority of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions/clauses of these Terms of Use shall in no way be affected or impaired thereby, and each such provision/clause of these Terms of Use shall be valid and enforceable to the fullest extent permitted by law. In such case, these Terms of Use shall be reformed to the minimum extent necessary to correct any invalidity, illegality or unenforceability, while preserving to the maximum extent the original rights, intentions and commercial expectations of the Parties hereto, as expressed herein.

- d. Contact Us:** If you have any questions about these Terms of Use or the Privacy Policy, the practices of the Platform, or your experience, you can contact us at support@ayursh.com