



**One Step Towards Digital India**

## **Terms of Service**

These Terms of Use (this “Agreement”) constitute a binding agreement between ArogyaPanthi and you with respect to all information, data, graphics, content, software applications, and other ArogyaPanthi products and services provided, facilitated or otherwise made accessible on the website located at <https://rokingshubham1.github.io/arogyapanthi/> (the “Site”) and/or associated services. In this Agreement, “we,” “us,” “our” and other similar references mean ArogyaPanthi and “you,” “your,” “user” and other similar references mean you, as a specific user of the Site.

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### **License**

We own all right, title, and interest in and to the ArogyaPanthi content posted on the Site or otherwise made available through our services, including, without limitation, the text, images, marks, templates, software, code, proprietary methods and systems (the “Content”). We grant you a limited, non-exclusive, revocable, royalty-free, non-transferable right to access the Content and use the services available on the Site; provided that such access and use must be consistent with the terms of this Agreement and the terms of any other services agreement between you and ArogyaPanthi in effect from time to time.


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Any person or entity who or which believes that his, her or its intellectual property has been copied and posted via the Site in a way that constitutes infringement shall provide us with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the person or entity claiming to be the owner of the property; (b) an identification and location on the Site of the property that is claimed to be infringed; (c) a written statement by such person that he, she or it has a good faith belief that the disputed use is not authorized by the owner, its agent, or the law; (d) such person's name and contact information, such as telephone number or e-mail address; and (e) a statement by such person that the foregoing information in the notice is accurate and, under penalty of perjury, that the person delivering the notice is the owner of the property in question or authorized to act on the owner's behalf.

## **Rules for Using the Site**

All content we make available through the Site is provided solely for your personal use and is not for commercial exploitation, unless authorized in this Agreement or otherwise in writing between you and ArogyaPanthi. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, transfer or create derivative works from Content on the Site. Nor may you use any network monitoring or discovery software to determine the Site's architecture, or extract information about usage, individual identities or users. You may not use any robot, spider, other automatic software or device, or manual process to monitor or copy the Site without our prior written permission. You may not copy, modify, reproduce, republish, distribute, display, perform or transmit for commercial, non-profit or public purposes all or any portion of the Site, except to the extent permitted above. You may not use or otherwise export or re-export the Site or any portion thereof, or any software available on or through the Site in violation of the export control



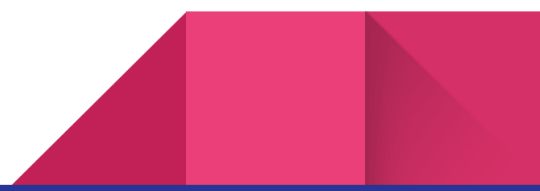
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Without limiting the generality of the above, regardless of intent you may not: use the Site in any manner that could damage, disable, overburden or impair the Site or any server or other hardware associated with the Site; interfere with any other party's use and enjoyment of the Site; frame or otherwise display content from a source other than the Site in conjunction with Content; circumvent any technological measure used by ArogyaPanthi to control access to or use of the Site; use the Site in any manner to deceive, defraud, or mislead any person; use the Site to impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; use any ArogyaPanthi-owned mark or product name as a meta-tag or other "hidden text" for search engines.

You are granted a limited, non-exclusive right to create a text hyperlink to the Site provided such link does not portray ArogyaPanthi or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner; provided further that the linking site does not contain any offensive adult or illegal material or any material that, in ArogyaPanthi's sole determination, is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use the ArogyaPanthi logo or other proprietary graphic of ArogyaPanthi to link to the Site without ArogyaPanthi's written consent. Further, you may not use, frame or utilize framing techniques to enclose any ArogyaPanthi trademark, logo or other proprietary information, including the images found at the Site, the content of any text or the layout/design of any page or form contained on a page on the Site without ArogyaPanthi's consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of ArogyaPanthi or any third party based on your use of and access to the Site as permitted hereunder.

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#### **Disclaimer**

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Forth Above In A Particular Circumstance, Then ArogyaPanthi Shall Be Entitled To The Benefit Of Such Disclaimers And Limitations To The Maximum Extent Permitted By Such Applicable Law In Such Particular Circumstance.

#### **Limitation Of Liability**

If You Are Dissatisfied With Any Portion Of This Site Or Any Service, Your Sole And Exclusive Remedy For Any Dispute With ArogyaPanthi Is To Discontinue Your Use Of The Site. You Understand That To The Extent Permitted Under Applicable Law, ArogyaPanthi And Its Owners, Officers, Directors, Employees, Subsidiaries, Affiliates, Agents Or Licensors Shall Not Be Liable For Any Direct Or Indirect Loss, Injury, Claim, Liability, Or Damage Of Any Kind Resulting From Your Use Of The Site Or Any Service, Including Without Limitation Any Special, Direct, Indirect, Incidental, Punitive Or Consequential Damages Of Any Kind Whatsoever (Including, Without Limitation, Attorneys' Fees And/Or Expenses) In Any Way Due To, Resulting From, Or Arising In Connection With The Use Of Or Inability To Use The Site Or Any Service, Whether Such Damages Are Based On Contract, Tort (Including Negligence And Strict Liability), Warranty, Statute Or Otherwise And Notwithstanding The Failure Of Essential Purpose Of Any Limited Remedy. To The Extent This Limitation On Liability Is Prohibited Or Fails Of Its Essential Purpose, ArogyaPanthi's Sole Obligation To You For Damages Shall Be Limited To Us\$100.00. Further, ArogyaPanthi Shall Not Be Liable In Any Instance Whatsoever For Actions By Any Third Party Including, Without Limitation, Advertisements And Solicitations. Some Jurisdictions Do Not Allow The Exclusion Of Certain Warranties Or The Limitation Or Exclusion Of Liability For Incidental Or Consequential Damages. Accordingly, Some Of The Above Limitations And Disclaimers May Not Apply To You. To The Extent That We May Not, As A Matter Of Applicable Law, Disclaim Any Implied Warranty Or Limit Our Liabilities, The Scope And Duration Of Such Warranty And The Extent Of Our Liability Will Be The Minimum Permitted Under Such Applicable Law. The Limitations Set Forth Herein Are Fundamental Elements Of The Basis Of The Bargain Between You And ArogyaPanthi. ArogyaPanthi Would Not Be Able To Provide You With Access And Use Of The Site And Its Services Without Such Limitations.

#### **Remedies for Violations**

We reserve the right to seek any and all remedies available at law and/or in equity for violations of this Agreement, including without limitation the right to block access to the Site from a particular Internet Protocol address or phone number. Our remedies shall be cumulative and the availability to us of any remedy or our exercise or enforcement of any right shall not limit or preclude the availability to us of any other remedy or our exercise or enforcement of any other right.



## **Governing Law**

This Agreement and your use of the Site shall be governed by and construed in accordance with the laws of the State of Texas applicable to agreements made and to be entirely performed within the State of Texas (even if your use is outside of the State of Texas), without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to this Agreement or the Site shall be filed only in the state and federal courts located in Harris County, Texas, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts.

## **Severability/Waiver/Headings**

If any portion of this Agreement is adjudicated to be invalid, illegal or unenforceable, such provision will be deemed to be deleted, but the validity, legality, and enforceability of the remaining portions of this Agreement will not in any way be affected or impaired, and this Agreement will be enforceable as so modified. Failure of ArogyaPanthi to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings and captions contained in this Agreement are inserted for convenience only and do not constitute a part of this Agreement.


## **Termination**

ArogyaPanthi has the unlimited right to terminate or limit your access to the Site at any time and for any reason and without notice. In the event of termination, you are no longer authorized to access or use the Site and the disclaimers and limitations of liabilities set forth in this Agreement, shall survive. YOU AGREE THAT ArogyaPanthi WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS OR USE OF THE SITE OR SERVICES. In any event, all of ArogyaPanthi's rights under this Agreement (and to the extent applicable, all of the rights under this Agreement of ArogyaPanthi's affiliates, and its affiliates' directors, officers, employees, contractors, representatives, agents, licensees and licensors) shall survive any termination of this Agreement.

## **No Construction against Drafter**

The terms of this Agreement shall not be construed against ArogyaPanthi by virtue of its having drafted them.

## **No Implied Third Party Beneficiaries**



Nothing in this Agreement is intended to confer on any third party (whether referred to in this Agreement by name, class, description or otherwise) any benefit or any right under any legislation in any country to enforce any provisions of this Agreement, except as expressly contemplated in this Agreement.

#### **Assignments**

ArogyaPanthi may assign this Agreement and/or its rights and/or obligations under this Agreement (in whole or in part) without restriction and without notice to you. This Agreement shall inure to the benefit of, and may be enforced by, ArogyaPanthi's respective permitted successors and assigns.

#### **Force Majeure**

ArogyaPanthi's performance under this Agreement is subject to interruption and delay due to causes beyond its reasonable control, such as acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, explosion, power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like.

#### **Consent to Electronic Communications**

ArogyaPanthi will generally communicate with you by electronic means, such as e-mail. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### **Contact Us:**

You can contact ArogyaPanthi at [arogyapanthi6@gmail.com](mailto:arogyapanthi6@gmail.com)

Phone: **+91 7004700502**

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