

## **TERMS OF USE**

**These Terms of Use are effective on 20<sup>th</sup> February 2019.**

Thank you for using THRIIVE. Please read these Terms of Use carefully, which is a legal contract between you (“**User**”) and THRIIVE. This website viz. [www.thriive.in](http://www.thriive.in) (“**Website**”) and domain name are owned and controlled by Thriive Art & Soul LLP (“**THRIIVE**”). By accessing or using the Website and/or any related mobile or software applications (collectively the “**Sites**”), accessing or using the content, information, services, features or resources available or enable through the Sites including but not limited to delivery of information through the Sites whether existing now or in the future that link to these Terms of Use (collectively with the Sites, the “**Service**”), however accessed or used, the User: (1) agrees to be bound by these terms of use (“**Terms of Use**”); (2) represents that the User is of a legal age in User’s jurisdiction of residence to form a binding contract. **These Terms of Use affect the User’s legal rights and obligations. Except as otherwise provided herein, if the User does not agree to be bound by these Terms of Use, the User may not access or use the Service.** Please note that these Terms of Use are subject to amendment(s) by THRIIVE in its sole discretion at any time without any prior intimation of the same to the User (“**Updated Terms**”).

### **Basic Terms**

In order to access some features of the Service, the User is required to create a THRIIVE Account (“**Account**”). The User is expressly denied from using another person and/or entity's Account without the express permission of such user and further subsequent to informing THRIIVE with regards to the same 2 hours in prior. When creating the Account, the User must provide accurate and complete information. The User is solely responsible for the activity that occurs on its account, the User shall not sell, transfer, license or assign its Account, followers, username, or any account rights, and the User shall keep his/her/its account password secure. At no point of time shall THRIIVE be responsible for any loss of password of the Account and the consequences thereof. The User must notify THRIIVE immediately of any breach of security or unauthorized use of his/her/its Account. The User hereby agrees not to create an Account using a false identity or alias or if in the event the User previously had been banned from using any of the Service. The User further agrees that the User shall not maintain more than one Account on the Service at any given time. THRIIVE reserves the right to remove or reclaim or force forfeiture of any usernames at any time and for any reason without assigning any reason whatsoever. The User acknowledges and agrees that the User has no ownership or other property interest in User Account and that all rights in and to User Account are owned by and inure to the benefit of THRIIVE.

The User must be at least 18 years to use the Service. The User further confirms that nothing defamatory, discriminatory, unlawful, infringing, untrue, hateful, blasphemous, derogatory,

violent, nude, partially nude, pornographic or sexually suggestive photos or other content shall be posted via the Service.

THRIIVE reserves the right to decide whether the content that the User uploads, posts, e-mails, transmits or otherwise makes available through the Service violates these Terms of Use for reasons other than copyright infringement, such as, but not limited to, pornography and/or obscenity, and/or excessive length. THRIIVE may at any time, without prior notice and in its sole discretion, remove such Content (*defined below*) and/or terminate a user's account for submitting such material in violation of these Terms of Use. The User also represents that all information the User provides or provided to THRIIVE upon registration (“**Registration Data**”) and at all other times will be true, accurate, current and complete and the User agrees to maintain and promptly update the Registration Data as necessary to maintain its truth and accuracy. The User agrees that the User will not solicit, collect or use the login credentials of other THRIIVE users. The User must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities on the Service and the User must not post private or confidential information through the Service, including, without limitation, the User’s or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses and/or any entity’s confidential details. The User shall not use the Service for any illegal or unauthorized purpose. The User agrees to comply with all laws, rules and regulations (central, state and local) applicable to the User’s use of the Service and the User’s Content (*defined below*), including but not limited to, copyright and privacy laws. The User acknowledges that all information (including payment information), data, videos, presentations, pictures, or other content (“**Content**”) on the Service is the sole responsibility of the party from whom such Content originated. The User is solely responsible for his/her/its conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "**User’s Content**") that the User submits, posts or displays through the Service. The User must not change, modify, adapt or alter the Service or change, modify or alter another website so as to falsely imply that it is associated with the Service or THRIIVE in any manner whatsoever. The User must not access THRIIVE's private API by means other than those permitted by THRIIVE. The User agrees that the User’s submissions shall not involve the transmission of “junk mail,” “chain letters,” “spamming,” or other unsolicited mass mailings, and shall not contain restricted or password only access pages or hidden pages or images. THRIIVE reserves the right in its sole discretion to block access or discontinue services to offenders, and to investigate and take appropriate legal action against anyone who, in THRIIVE’s sole discretion, violates this provision, including without limitation, reporting the User to law enforcement authorities. The User must not use domain names or web Uniform Resource Links (URLs) in User’s username or in any other manner whatsoever. The User must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. The User may not inject content or code or otherwise alter or

interfere with in any manner on any THRIIVE page including any page which is rendered or displayed in a user's browser or device. The User must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper. The User must not attempt to restrict another user from using or enjoying the Service and the User must not encourage or facilitate violations of these Terms of Use or any other THRIIVE terms in any manner whatsoever. Violation of these Terms of Use may, in THRIIVE's sole discretion, result in termination of the User's Account. The User understands and agrees that THRIIVE cannot and shall not be responsible for the Content posted on the Service and the User shall use the Service at User's own risk and peril. If the User's violate the letter or spirit of these Terms of Use, or otherwise create risk or possible legal exposure for THRIIVE, THRIIVE shall stop providing all or any part of the Service to the User.

## **General Conditions**

We reserve the right to modify or terminate the Service or the User's access to the Service for any reason, without notice, at any time, and without liability to the User. The User may deactivate his/her/its Account by logging into the Service. If THRIIVE terminates the User's access to the Service or the User submits the said deactivation form, comments, and all other data will no longer be accessible through such account on the Service. Upon termination, all licenses and other rights granted to the User in these Terms of Use will immediately cease. The User agrees that THRIIVE may notify the User of the Updated Terms by posting them on the Service, and that the User's use of the Service after the effective date of the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes the User's agreement to the Updated Terms. Therefore, the User should review these Terms of Use and any Updated Terms before using the Service. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to the User's use of the Service from that point forward. In the event, the User does not agree to the Updated Terms, the User must stop using the Service. User's continued use of the Service constitutes User's acceptance of such amendments to the Terms of Use. It is therefore advisable that the User regularly checks the Service to view the then-current Agreement. These Terms of Use will govern any disputes arising before the effective date of the Updated Terms. THRIIVE reserves the right to refuse access to the Service to anyone for any reason at any time without assigning any reason whatsoever. THRIIVE may, but has no obligation to remove, edit, block, and/or monitor User's Content or accounts containing Content that THRIIVE determines in its sole discretion, violates these Terms of Use. The User is solely responsible for his/her/its interaction with other users of the Service, whether online or offline. The User agrees that THRIIVE is not responsible or liable for the conduct of any user on the Service. THRIIVE reserves the right, but has no obligation, to monitor or become involved in disputes between the User and the Consultants or Third Party or other users. For the purpose of understanding and execution of these Terms of Use, the term 'Consultants' includes **Healers / Therapists** and the term 'Third Party' includes **User / Event Organizers / Content Writer**. THRIIVE recommends exercise of

common sense and the User's best judgment when interacting with the Consultants and/or Third Party and/or others, including but not limited to interacting, sharing of personal or any other information, discussing or using the services of the Consultant via the Service. The User accepts and acknowledges that (i) there may be links from the Service, or from communications that the User may receive from the Service, to third-party web sites or features, (ii) there may also be links to third-party web sites or features in images or comments within the Service, (iii) the Service also includes third-party content that THRIIVE does not control, maintain or endorse, (iv) that the functionality on the Service may also permit interactions between the Service and a third-party web site or feature, including applications that connect the Service or the User's profile on the Service with a third-party web site or feature. For example, the Service may include a feature that enables the User to share Content from the Service or User's Content with a third party, which may be publicly posted on that third party's service or application; (v) THRIIVE provides Third-Party Links including but not limited to the Consultants, all these are provided for convenience sake of the User and THRIIVE does not review, approve, monitor, endorse, warrant, or make any representations with respect to them, or any content, products or services accessible through such links. The User's use of such services provided by THRIIVE including but not limited to that of the Consultant's and/or Third Party, is at the User's own risk. THRIIVE does not control any of the Consultant or Third-Party web services or any of their content. The User expressly acknowledges and agrees that THRIIVE is in no way responsible or liable for any such third-party services or features including but not limited to that of the Consultant and/or Third Party. User's correspondences including any such business dealings with Consultant and/or Third Party found through the Service are solely between the User and such Consultant and/or Third Party. The User agrees that THRIIVE is not responsible for all charges the User incurs through the use of the Service. THRIIVE prohibits crawling, scraping, caching or otherwise accessing any Content on the Service through automated means or otherwise, including but not limited to, user profiles and photos (except as may be the result of standard search engine protocols or technologies used by a search engine with THRIIVE's express consent).

The Website is providing certain service which is available through the medium of telecommunication with the therapist listed and enrolled with the Website. By agreeing to the present Terms of Usage, you are also giving your unconditional consent to the Website to arrange a call with you on your mobile number even though your number is on DND service provided by your mobile service provider.

### **Intellectual Property Rights**

The intellectual property content on the Service, including without limitation, the text, software, scripts, graphics, files, images, photos, sounds, music, videos, interactive features and the like (collectively "THRIIVE's IP Content") and the trademarks, service marks and logos contained therein ("Marks") and the derivative and exploitation rights, are owned by or licensed to

THRIIVE, subject to copyright and other intellectual property rights under Indian Copyright Act, 1957, the Trademark Act, 1999 and the amendments thereto from time to time, and foreign laws and international conventions. THRIIVE reserves all rights not expressly granted in and to the Service and THRIIVE's IP Content. For clarity, as between the User and THRIIVE, the User retains ownership of the User Submissions that the USER creates. The User agrees to not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload,

display, license, sell or otherwise exploit for any other purposes whatsoever any of THRIIVE's IP Content, including, but not limited to, image, audio, and visual content, Marks, third party User Submissions, or other proprietary rights not owned by the User, (i) without the express prior written consent of the respective owners or THRIIVE, as the case may be, or (ii) in any way that violates any right of any third party. If the User downloads or prints a copy of THRIIVE's IP Content for personal use, the User must retain all copyright and other proprietary notices contained therein. THRIIVE shall have the right to name the User as a co-plaintiff in any potential infringement proceedings in connection with any violation of THRIIVE's IP Content.

## **Rights**

The User hereby grants to THRIIVE a non-exclusive, fully paid and royalty-free, transferable, sub-licensable, worldwide license to use, exploit and display the User's Content that the User posts on or through the Service (in whole or in part) for the purpose of operating and providing Services, subject to the Service's Privacy Policy, available here [www.thrive.in](http://www.thrive.in). The User agrees that the User has no right and/or title in and/or to any content that appears on or in the Services. The User hereby irrevocably waives (and agrees to cause to be waived) any claims and assertions of moral rights or attribution with respect to the User's Content. The User acknowledges that a part of the Service is supported by advertising revenue and may display advertisements and promotions, and the User hereby agrees that THRIIVE may place such advertising and promotions on the Service or on, about, or in conjunction with the User's Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to the User. The User acknowledges that the User may not always identify paid services, sponsored content or commercial communications as such. The User represents and warrants that: (i) User's use of the Service including but not limited to that of the Consultant or any Third Party is at User's sole risk, and the services are provided on an "as is" and "as available" and "with all faults" basis,; (ii) the User owns the Content posted by the User on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms of Use; (iii) the posting and use of User's Content on or through the Service does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iv) the User agrees to pay for all royalties, fees and any other monies owed by reason of Content the User posts on or through the Service; (v) the User agrees to pay the requisite fees and any other monies to the Consultant and /or Third Party for availing their services; and (vi) the User has the legal right and capacity to enter into these Terms of Use in the User's jurisdiction. The Service contains Content owned or licensed by THRIIVE ("**THRIIVE Content**"). THRIIVE Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between the User and THRIIVE, THRIIVE owns and reserves all rights in the THRIIVE Content and the Service. The User shall not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the THRIIVE Content and the User shall not reproduce, modify, adapt, prepare derivative works based on, perform, display,

publish, distribute, transmit, broadcast, sell, license or otherwise exploit the THRIIVE Content. The THRIIVE name and logo are trademarks of THRIIVE, and shall not be copied, imitated or used, in whole or in part, without the prior written permission of THRIIVE. In addition, all page headers, custom graphics, button icons and scripts are service marks, trademarks and/or trade dress etc. of THRIIVE, and shall not be copied, imitated or used, in whole or in part, without prior written permission from THRIIVE.

Although it is THRIIVE's intention for the Service to be available as much as possible, there will be occasions when the Service may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment, therefore any inconvenience and/or loss caused due to the aforementioned reasons to the User, THRIIVE shall not be held liable in any manner whatsoever by the User. Also, THRIIVE reserves the right to remove any Content/THRIIVE's Content from the Service for any reason, without prior notice. Content removed from the Service may continue to be stored by THRIIVE, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a court order. Consequently, THRIIVE encourages the User to maintain User's own backup of the User's Content. In other words, THRIIVE is not a backup service and the User agrees that the User shall not rely on the Service for the purposes of Content backup or storage. THRIIVE shall not be liable to the User for any modification, suspension, or discontinuation of the Services, or the loss of any of User's Content. The User also acknowledges that the internet may be subject to breaches of security and that the submission of User's Content or other information may not be secure, therefore any inconvenience and/or loss caused due to the aforementioned reasons to the User, THRIIVE shall not be held liable in any manner whatsoever by the User. The User agrees that THRIIVE is not responsible for, and does not endorse, User's Content posted within the Service. THRIIVE does not have any obligation to pre-screen, monitor, edit, or remove any of User's Content. If the User's Content violates these Terms of Use, the User shall bear legal responsibility for that Content. Except as otherwise described in the Service's Privacy Policy, available at [www.thriive.in](http://www.thriive.in), as between the User and THRIIVE, User's Content shall be non-confidential and non-proprietary and THRIIVE shall not be liable for any use or disclosure of User's Content. The User agrees not to submit to THRIIVE any information or ideas that the User considers to be confidential or proprietary. The User acknowledges that User's communications with other users via the Services are public and not private communications, and that the User has no expectation of privacy in respect of such communications. The User acknowledges and agrees that the User's relationship with THRIIVE is not a confidential, fiduciary, or other type of special relationship, and that the User's decision to submit any Content does not place THRIIVE in a position that is any different from the position held by members of the general public, including with regard to User's Content. None of User's Content shall be subject to any obligation of confidence on the part of THRIIVE, and THRIIVE shall not be liable for any use or disclosure of any Content that the User provides. It is THRIIVE's policy not to accept or consider Content, information, ideas, suggestions or other materials other than those THRIIVE has specifically requested and to which

certain specific terms, conditions and requirements may apply. Accordingly, THRIIVE does not accept unsolicited materials or ideas, and takes categorically no responsibility for any materials or ideas so transmitted. If, despite our Privacy Policy, the User chooses to send THRIIVE Content, information, ideas, suggestions, or other materials of the aforementioned kind, the User further agrees that THRIIVE is free to use any such Content, information, ideas, suggestions or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to the User.

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