

ONLYAYURVEDA.COM USER AGREEMENT – TERMS OF USE & PRIVACY POLICY

UPDATED ON 2 JUNE 2014

1. Your Acceptance

a. By using and/or visiting this website (collectively, including all content and functionality available through the onlyayurveda domain name, the "onlyayurveda.com Website", or "Website"), you signify your agreement to (1) these terms and conditions (the "Terms of Use"), and (2) onlyayurveda's privacy policy (as mentioned below) and incorporated here by reference. If you do not agree to any of these terms, the onlyayurveda.com privacy policy or the Community Guidelines please do not use the onlyayurveda.com Website.

b. Although we may attempt to notify you when major changes are made to these Terms of Use, you should periodically review the most up-to-date version <http://www.onlyayurveda.com/Terms>. onlyayurveda may, at its sole discretion, modify or revise these Terms of Use and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

2. onlyayurveda.com Website

a. These Terms of Use apply to all users of the onlyayurveda.com Website, including users who are also contributors of multimedia content, information, and other materials or services on the Website.

b. . By accessing this website/app you acknowledge that you are seeking information voluntarily and of your own free will. The website does not promote or aggrandize any particular profile but merely assists the user in making a decision based on the

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feedback. Display of any profile is not to be considered an invitation for a patient–doctor relationship.

- c. The onlyayurveda.com Website may contain links to third party websites that are not owned or controlled by onlyayurveda.com. onlyayurveda.com has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, onlyayurveda.com will not and cannot censor or edit the content of any third–party site. By using the Website, you expressly relieve onlyayurveda.com from any and all liability arising from your use of any third–party website.
- d. Accordingly, we encourage you to be aware when you leave the onlyayurveda.com Website and to read the terms and conditions and privacy policy of each other website that you visit.

3. onlyayurveda.com Accounts

- a. In order to access some features of the Website, you will have to create a onlyayurveda.com account. You may never use another user's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify onlyayurveda.com immediately of any breach of security or unauthorized use of your account.
- b. Although onlyayurveda.com will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of onlyayurveda.com or others due to such unauthorized use.

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- c. You agree to NOT hold onlyayurveda.com liable for any error on their part. onlyayurveda.com will not be liable for any loss of personal data.
 - d. You also agree that your account will be terminated at the discretion of onlyayurvea.com should it find any irregularities in the account. We will not be able to guarantee when we will be able to start services again.
 - e. onlyayurveda.com reserves the right to stop or suspend services at will without assigning any reason whatsoever or giving a notice. You will not hold onlyayurveda.com responsible for any damages, liabilities, loss of data, graphical assets or loss in business opportunity. onlyayurveda.com will notify all subscribers in writing. In the event this happens, we will be liable to refund money only for that partial billing month when the service is disrupted more than 7 days and only for the number of the service is disrupted, prorated by the amount charged.
 - f. onlyayurveda.com will try its best to respond to any issue or support question within 5 Indian working day. The resolution of the issue will happen according to the feasibility of the resolution and the availability of resources at onlyayurveda's disposal at the sole discretion of onlyayurveda.com
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- a. These Terms of Use apply to all users of the onlyayurveda.com Website, including users who are also contributors of multimedia content, information, and other materials or services on the Website.
 - b. The site is not intended to be a source of advertising or solicitation. By accessing this website/app you acknowledge that you are seeking information voluntarily and of your own

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free will. The website does not promote or aggrandize any particular profile but merely assists the user in making a decision based on the feedback. Display of any profile is not to be considered an invitation for a patient–doctor relationship.

- c. The onlyayurveda.com Website may contain links to third party websites that are not owned or controlled by onlyayurveda.com. onlyayurveda.com has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, onlyayurveda.com will not and cannot censor or edit the content of any third–party site. By using the Website, you expressly relieve onlyayurveda.com from any and all liability arising from your use of any third–party website.
- d. Accordingly, we encourage you to be aware when you leave the onlyayurveda.com Website and to read the terms and conditions and privacy policy of each other website that you visit.

4. License Grant & Restrictions

- a. onlyayurveda hereby grants you a non–exclusive, non–transferable right to use the Service, solely for your purposes, subject to the terms and conditions of this Agreement.
- b. You may not upload any content or data that is specifically designed to degrade, overload or stress any component of the Service offered by onlyayurveda.com.
- c. You may not access the Service if you are a direct or indirect competitor of onlyayurveda.com, except with onlyayurveda.com's prior written consent. In addition, you may not access the Service for purposes of monitoring its

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availability, performance or functionality, or for any other benchmarking or competitive purposes

- d. Without onlyayurveda's prior written consent, you shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or any part of the software content in any way; (ii) modify or make derivative works based upon the Service or any part of the software content; or (iii) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.
- e. You may use the Service only for your purposes and shall not: (i) send or store infringing, obscene, threatening, libelous, or otherwise unlawful material, including material harmful to children or infringe third party privacy rights; (ii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (iv) attempt to gain unauthorized access to the Service or its related systems or networks.

5. General Use of the Website - Permissions and Restrictions

onlyayurveda.com hereby grants you permission to access and use the Website as set forth in these Terms of Use, provided that:

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- a. You agree not to distribute in any medium any part of the Website, including but not limited to Contents, without onlyayurveda.com's prior written authorization.
- b. You agree not to alter or modify any part of the Website.
- c. You agree not to access onlyayurveda.com Contents through any technology or means other than the multimedia playback pages of the Website itself or other explicitly authorized means onlyayurveda.com may designate.
- d. You agree not to use the Website for any commercial use, without the prior written authorization of onlyayurveda.com. Prohibited commercial uses include any of the following actions taken without onlyayurveda.com's express approval:
 - i. sale of access to the Website or its related services on another website;
 - ii. and any use of the Website or its related services that onlyayurveda.com finds, in its sole discretion, to use onlyayurveda.com's resources or Contents with the effect of competing with or displacing the market for onlyayurveda.com, or onlyayurveda.com content.
- e. If you use the onlyayurveda.com website, you may not modify, build upon, or block any portion of the Website in any way.
- f. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the onlyayurveda.com servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, onlyayurveda.com grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and

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solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. onlyayurveda.com reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their Contents.

- g. In your use of the website, you will otherwise comply with the terms and conditions of these Terms of Use, onlyayurvea.com Community Guidelines, and all applicable local, national, and international laws and regulations.
- h. onlyayurveda.com reserves the right to discontinue any aspect of the onlyayurvea.com Website at any time.
- a. without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the onlyayurveda.com servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, onlyayurveda.com grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. onlyayurveda.com reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website

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- (e.g. comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their Contents.
- b. In your use of the website, you will otherwise comply with the terms and conditions of these Terms of Use, onlyayurveda.com Community Guidelines, and all applicable local, national, and international laws and regulations.
 - c. onlyayurveda.com reserves the right to discontinue any aspect of the onlyayurveda.com Website at any time.

6. Your Use of Content on the Site

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content on the onlyayurveda.com Website.

The information provided on onlyayurveda.com is not intended as a substitute for, nor does it replace professional medical advice, diagnosis, or treatment. Do not disregard, avoid or delay obtaining medical advice from a qualified health care professional. Nothing stated or posted on the Site or available through any service is intended to be, and must not be taken to be, the practice of medicine or the provision of medical care.

We do not recommend or endorse any specific tests, physicians, procedures, opinions, or other information that may appear on the Site. If you rely on any of the information provided by the Site, you do so solely at your own risk.

onlyayurveda.com makes every effort to validate all the data of the medical professionals, Nevertheless, we make no guarantees, representations or warranties whatsoever, whether expressed or implied, with respect to professional qualifications, expertise,

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quality of work or other information herein. Further, we do not, in any way, endorse any individual described herein. In no event shall we be liable to you or anyone else for any decision made or action taken in reliance on such information.

Onlyayurveda.com endeavors to update the information on this site on a regular basis, but cannot guarantee its accuracy at all times. The information displayed should be regarded as indicative and is subject to change based on diagnosis, medical condition and medical procedures as prescribed by the doctor.

We cannot guarantee the availability of any health care provider at any particular time. We will not be liable for cancelled, delayed or otherwise unfulfilled appointments or any injuries resulting there from, or for any other injuries resulting from the use of the Site or Services whatsoever.

a. The content on the onlyayurveda.com Website, including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to onlyayurveda.com, subject to copyright and other intellectual property rights under the law. Content on the Website is provided to you AS IS for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. onlyayurveda.com reserves all rights not expressly granted in and to the Website and the Content.

b. You may access Contents solely:

i. for your information and personal use;

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- ii. as intended through the normal functionality of the onlyayurveda.com Service;
- c. You may access onlyayurveda.com Content, only as permitted under this Agreement. Onlyayurveda.com reserves all rights not expressly granted in and to the onlyayurveda.com Content and the onlyayurveda.com Service.
- d. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of Contents of third parties obtained through the Website for any commercial purposes.
- e. You agree not to circumvent, disable or otherwise interfere with security-related features of the onlyayurveda.com Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the onlyayurveda.com Website or the Content therein.
- f. You understand that when using the onlyayurveda.com Website, you will be exposed to Contents from a variety of sources , and that onlyayurveda.com is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Contents. You further understand and acknowledge that you may be exposed to Contents that are inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against onlyayurveda.com with respect thereto, and agree to indemnify and hold onlyayurveda.com, its Owners/Operators, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the site.

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7. Your Contents and Conduct

- a. As a onlyayurveda.com account holder you may submit content. You understand that whether or not such Contents are published, onlyayurveda.com does not guarantee any confidentiality with respect to any Content.
- b. You shall be solely responsible for your own Content and the consequences of posting or publishing them. In connection with Contents, you affirm, represent, and/or warrant that: you own or have the necessary licenses, rights, consents, and permissions to use and authorize onlyayurveda.com to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Contents to enable inclusion and use of the Contents in the manner contemplated by the Website and these Terms of Use.
- c. For clarity, you retain all of your ownership rights in your Contents. However, by submitting Contents to onlyayurveda.com, you hereby grant onlyayurveda.com a worldwide, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Contents in connection with the onlyayurveda.com Website and onlyayurveda.com's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the onlyayurveda.com Website (and derivative works thereof) in any media formats and through any media channels.

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- d. In connection with Contents, you further agree that you will not submit material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant onlyayurveda.com all of the license rights granted herein.
- e. You further agree that you will not, in connection with Contents, submit material that is contrary to the onlyayurveda.com Content Guidelines, found as below, or contrary to applicable local, national, and international laws and regulations.
- f. onlyayurveda, in no way, is liable for the comments, reviews and any publicly visible data that is entered by users and you agree that all such comments, reviews and any publicly visible data entered by users is solely the view, thoughts & opinions of the users of onlyayurveda. In no event shall we be liable to you or anyone else for any decision made or action taken in reliance on such information. Any information that you may reveal in a comment, review posting or other online discussion on onlyayurveda is intentionally open to the public and is not in any way private. You should think carefully before disclosing any personally identifiable information anywhere on onlyayurveda.com. What you have written may be seen and/or collected by third parties and may be used by others in ways we are unable to control or predict.
- g. When you post a review as “anonymous” your personal information will be kept hidden from other onlyayurveda.com users. However the reviewed doctor or hospital will be able to view your personal information.

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8. onlyayurveda.com Content Guidelines

- a. onlyayurveda.com is not for pornography or sexually explicit content. Also, be advised that we work closely with law enforcement and we report child exploitation.
- b. Graphic or gratuitous violence is not allowed. If your Content shows someone getting hurt, attacked, or humiliated, don't post it.
- c. Respect copyright. Only upload Content that you made or that you have obtained the rights to use.
- d. We encourage free speech and defend everyone's right to express unpopular points of view. But we don't permit hate speech, which is content intended to attack or demean a particular gender, sexual orientation, race, religion, ethnic origin, veteran status, color, age, disability or nationality.
- e. There is zero tolerance for predatory behavior, stalking, threats, harassment, invading privacy, or the revealing of other members' personal information. Anyone caught doing these things may be permanently banned from onlyayurveda.com.
- f. Everyone hates spam. Do not create misleading descriptions, tags, titles or thumbnails in order to increase views. It is not okay to post large amounts of untargeted, unwanted or repetitive content, including comments and private messages

9. Account Termination Policy

- a. onlyayurveda.com will terminate a User's access to its Website if, under appropriate circumstances, they are determined to be an infringer.
- b. onlyayurveda reserves the right to decide whether Content is appropriate and complies with these Terms of Use for

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violations other than copyright infringement, such as, but not limited to, pornography, obscene or defamatory material, or excessive length. onlyayurveda may remove such Content and/or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without prior notice and at its sole discretion.

10. Copyright Infringement

- a. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a request to block your copyright content by providing us with the following information in writing
 - i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
 - ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
 - iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
 - iv. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
 - v. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

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- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- b. Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the Content, you may send a counter-notice containing the following information to us:
 - . Your physical or electronic signature;
 - i. Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
 - ii. A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
 - iii. Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the District court in Pune, India, and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by us, onlyayurveda.com may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more

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after receipt of the counter-notice, at onlyayurveda.com's sole discretion.

11. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE onlyayurveda.com WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, onlyayurveda.com, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. onlyayurveda.COM MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE onlyayurveda.COM WEBSITE. onlyayurveda.COM DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE onlyayurveda.COM WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND onlyayurveda.com WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM

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OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

12. Limitation of Liability

IN NO EVENT SHALL onlyayurveda.COM, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE onlyayurveda.COM WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. YOU SPECIFICALLY ACKNOWLEDGE THAT ONLYAYURVEDA.COM SHALL NOT BE LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. The Website is controlled and offered by onlyayurveda.com from its facilities in the India. onlyayurveda.com makes no representations that the onlyayurveda.com Website is appropriate or available for use in other locations. Those who access or use the onlyayurveda.com Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

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13. Indemnity

You agree to defend, indemnify and hold harmless onlyayurveda.com, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the onlyayurveda.com Website; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your Contents caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the onlyayurveda.com Website.

14. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are over the age of 13, as the onlyayurveda.com Website is not intended for children under 13. If you are under 13 years of age, then please do not use the onlyayurveda.com Website. There are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

15. Assignment

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These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by onlyayurveda without restriction.

16. General

You agree that: (i) the onlyayurveda.com Website shall be deemed solely based in Pune, India; and (ii) the onlyayurveda.com Website shall be deemed a passive website that does not give rise to personal jurisdiction over onlyayurveda.com, either specific or general, in jurisdictions other than India. These Terms of Use shall be governed by the laws of the country. Any claim or dispute between you and onlyayurveda.com that arises in whole or in part from the onlyayurveda.com Website shall be decided exclusively by District court in Pune, India. These Terms of Use, together with the Privacy Notice, as mentioned below, and any other legal notices published by onlyayurveda.com on the Website, shall constitute the entire agreement between you and onlyayurveda.com concerning the onlyayurveda.com Website. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and onlyayurveda.com's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. onlyayurveda.com reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the onlyayurveda.com Website following any amendment of these Terms of Use will signify your assent to and acceptance

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of its revised terms. YOU AND ONLYAYURVEDA.COM AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE ONLYAYURVEDA.COM WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

17.1 Personal Information

a. **Non–Account Activity.** You can read general Website content on onlyayurveda.com without having a onlyayurveda Account. You can also contact us about a particular content without having a onlyayurveda.com Account.

b. **Account–Related Activity.** Certain other activities on onlyayurveda.com – like, and not limited to, uploading photos, posting messages, searching for doctors, require you to have a onlyayurveda.com Account. We ask for some personal information when you create a onlyayurveda.com Account, including your email address and a password, which is used to protect your account from unauthorized access.

c. **Usage Information.** We may record information about your usage, such as when you use onlyayurveda.com, the services, components, and external data sources you subscribe to, the type of content you upload, the type of doctors you search, and the frequency of appointments, as well as information you display or click on in onlyayurveda.com (including UI elements, settings, and other information). If you are logged in, we may associate that information with your account. We may use clear GIFs (a.k.a. "Web Beacons") in HTML–based emails sent to our users to track which emails are opened by recipients.

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- d. **Content Uploaded to Site.** Any personal information or content that you voluntarily disclose becomes publicly available and can be collected and used by others.

17.2 Uses

- a. If you submit personally identifiable information to us through the onlyayurveda.com Site, we use your personal information to operate, maintain, and provide to you the general and personalized features and functionality of the onlyayurveda.com Site, and to process any correspondence you send to us.
- b. We do not use your email address or other personally identifiable information to send commercial or marketing messages without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. We may, however, use your email address without further consent for non-marketing or administrative purposes (such as notifying you of major onlyayurveda.com Site changes or for customer service purposes).
- c. We use both your personally identifiable information and certain non-personally-identifiable information (such as anonymous user usage data, cookies, IP addresses, browser type, click stream data, etc.) to improve the quality and design of the onlyayurveda.com Site and to create new features, promotions, functionality, and services by storing, tracking, analyzing, and processing user preferences and trends, as well as user activity and communications.
- d. We use cookies, clear gifs, and log file information to: (a) store information so that you will not have to re-enter it during your visit or the next time you visit the onlyayurveda.com Site; (b) provide custom, personalized

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content and information; (c) monitor the effectiveness of our marketing campaigns; (d) monitor aggregate metrics such as total number of visitors, pages viewed, etc.; and (e) track your entries, submissions, and status in promotions, sweepstakes, and contests.

- e. We provide your name and contact information to the doctors for whom you click “get phone number” button from their respective profile pages and registered for events. This is provided securely through a login-protected area for doctors. Your name and contact information is never publicly broadcasted or bulk sold to anyone.

17.3 Your Choices

- a. You may, of course, decline to submit personally identifiable information through the onlyayurveda.com Site, in which case onlyayurveda.com may not be able to provide certain services to you. Some advanced onlyayurveda.com features may, for authentication purposes, require you to sign up. The privacy notices of those services govern the use of your personal information associated with them.
- b. You may update or correct your personal profile information and email preferences at any time by visiting your account profile page.

17.4 Links to Other Sites

onlyayurveda.com website may contain links to other sites. You should consult the respective privacy policies of these web sites for more information on their practices and other instructions. onlyayurveda.com's privacy policy does not apply to, and we cannot control the activities of, such other web sites.

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17.5 More information

Notice: We may change this Privacy Policy from time to time based on your comments or as a result of a change of policy in our company. If you have any questions regarding our Privacy Statement, or any requests to correct or clarify your personally identifying information, or requests to modify your "opt-out" preferences can be directed to:

Only ayurveda

flat no 503, Morya basil, near vaidehi soc,

Bavdhan(kh)

Phone:

E-mail: