

## TERMS AND CONDITIONS

Last updated: 12<sup>th</sup> June, 2024

These terms and conditions (“**Terms**”) govern the use of services made available on or through <https://www.ayurmatrika.com> (the “**Platform**”, and together with the services made available on or through the Platform, the “**Services**”). These Terms also include our privacy policy, available at <https://www.ayurmatrika.com/privacy-policy> (“**Privacy Policy**”), and any guidelines, additional, or supplemental terms, policies, and disclaimers made available or issued by us from time to time (“**Supplemental Terms**”). The Privacy Policy and the Supplemental Terms form an integral part of these Terms. In the event of a conflict between these Terms and the Supplemental Terms with respect to applicable Services, the Supplemental Terms will prevail.

AyurMatrika is the brand/subsidiary operated by Livblis Solutions LLP. The Terms constitute a binding and enforceable legal contract between Livblis Solutions LLP a company incorporated under the Companies Act, 2013 having its LLP No. **ABC5363** with its official address at #34, 5th Cross, S.P. Extn, 11th Cross, Malleshwaram, Bangalore - 560003, and its affiliates (“**AyurMatrika**”, “**we**”, “**us**”, or “**our**”), and you, a user of the Services, or any legal entity that books “**Services**” (*defined below*) on behalf of end-users (“**you**” or “**Customer**”). By using the Services, you represent and warrant that you have full legal capacity and authority to agree to and bind yourself to these Terms. If you represent any other person, you confirm and represent that you have the necessary power and authority to bind such person to these Terms.

By using the Services, you agree that you have read, understood, and are bound by, these Terms, as amended from time to time, and that you will comply with the requirements listed here. These Terms expressly supersede any prior written agreements or any digital communication with you. If you do not agree to these Terms, or comply with the requirements listed here, you may not opt for the services.

### 1. SERVICES

- a. The Services include the provision of the Platform that enables you to arrange and schedule on different home-based services with Professionals service providers (“**Professionals**”). As a part of the Services, AyurMatrika facilitates the transfer of payments to Professionals for the services rendered to you.
- b. The services rendered by Professionals are referred to as “**Services**”. Professionals are solely liable and responsible for the Services that they offer or otherwise provide through the Platform.

- c. The Platform is for your personal and non-commercial use only, unless otherwise agreed upon in accordance with the terms of a separate agreement. Please note that the Platform is intended for use only within India. You agree that in the event of you availing the Services are from a legal jurisdiction not other than the territory of India. You will be deemed to have accepted the AyurMatrika`'s terms and conditions applicable to that jurisdiction.
- d. A key part of the Services is AyurMatrika`'s ability to send you text messages, electronic mails, or WhatsApp messages, including in connection with your bookings, your utilization of the Services, or as a part of its promotional and marketing strategies. While you may opt out of receiving these text messages by contacting [seva@ayurmatrika.com](mailto:seva@ayurmatrika.com) or through the in-Platform settings. You agree and acknowledge that this may impact AyurMatrika`'s ability to provide the Services (or a part of the Services) to you.
- e. In certain instances, you may be required to furnish identification proof to avail the Services, and hereby agree to do so. A failure to comply with this request may result in your inability to use the Services.

## 2. ACCOUNT CREATION

- a. To avail the Services, you will be required to create an account on the Platform ("**Account**"). For this Account, you may be required to furnish certain details, but not limited to your phone number.
- b. You warrant that all information furnished in connection with your Account is and shall remain accurate and true. You agree to promptly update your details on the Platform in the event of any change to or modification of this information.
- c. You are solely responsible for maintaining the security and confidentiality of your Account and agree to immediately notify us of any disclosure or unauthorized use of your Account or any other breach of security with respect to your Account.
- d. You are liable and accountable for all activities that take place through your Account, including activities performed by persons other than you. We shall not be liable for any unauthorized access to your Account.
- e. You agree to receive communications from us regarding (i) requests for payments, (ii) information about us and the Services, (iii) Details about the Professional, and (iv) any other matter in relation to the Services.

## 3. USER CONTENT

- a. Our Platform may contain interactive features or services that allow users who have created an account with us to post, upload, publish, display, transmit, or submit comments, reviews, suggestions, feedback, ideas, or other content on or through the Platform ("**User Content**").

- b. As part of the effective provision of the Services and quality control purposes, we may request reviews from you about Professionals and you agree and acknowledge that Professionals may provide reviews about you to us. You must not knowingly provide false, inaccurate, or misleading information in respect of the reviews. Reviews will be used by us for quality control purposes and to determine whether Customers and Professionals are appropriate users of the Platform. If we determine at our sole discretion that you are not an appropriate user, we reserve the right to cancel your registration and remove you from our Platform. We also hold the right to delete the comments which feels us to be in-appropriate.
- c. You grant us a non-exclusive, worldwide, perpetual, irrevocable, transferable, sub licensable, and royalty-free licence to (i) use, publish, display, store, host, transfer, process, communicate, distribute, make available, modify, adapt, translate, and create derivative works of, the User Content, for the functioning of, and in connection with, the Services and (ii) use User Content for the limited purposes of advertising and promoting the Services, or furnishing evidence before a court or authority of competent jurisdiction under applicable laws.
- d. In connection with these Terms and the licences granted under this clause, you hereby waive any claims arising out of any moral rights or other similar rights relating to the User Content.
- e. You agree and acknowledge that AyurMatrika may, without notice to you, remove, or otherwise restrict access to User Content that, in its sole discretion, violates these Terms.

#### 4. CONSENT TO USE DATA

- a. You agree that we may, in accordance with our Privacy Policy, collect and use your personal data. The Privacy Policy is available at [redacted] it explains the categories of personal data that we collect or otherwise process about you and the manner in which we process such data.
- b. In addition to any consent you may provide pursuant to the Privacy Policy, you hereby consent to us sharing your information with our affiliates or other Professional service providers. We may use information and data pertaining to your use of the Services for provision of the Services, analytics, trend identification, and purposes of statistics to further enhance the effectiveness and efficiency of our Services, and provision of beneficial schemes, new offers, and for experience enhancement.
- c. Subject to applicable laws, we may be directed by law enforcement agencies or the government and related bodies to disclose data in relation to you in connection with criminal or civil proceedings. You understand and agree that in such instances we shall have the right to share such data with relevant agencies or bodies.

#### 5. RULES OF CONDUCT

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- a. The AyurMatrika shall facilitate the User to order or book services online or offline by using the Website or calls or emails or in person. You acknowledge, agree that you have complete responsibility while booking the services. The User's discretion is required while using the AyurMatrika services.
- b. The AyurMatrika services shall be used solely for User's non-exclusive, non-assignable, non-transferable and limited personal use and for no other purposes.
- c. User's Use of the AyurMatrika Services is subject to all applicable local, state, national laws and regulations wherever applicable. Except as specifically permitted in Terms, User shall have no right to copy, change, alter, amend, reverse engineer, decompile, reverse translate, disassemble, publish, disclose, display or make available, or in any other manner, decode the Website

## 6. BOOKINGS

- a. Orders: The Platform permits you to request various Services at a time of your choosing. To make a booking, you should follow the instructions on the Platform and provide necessary information. We use reasonable efforts to provide with the best Professional who is able to provide that service to you.
- b. Confirmation: Once you place a request we will provide confirmation of the booking via SMS, email or WhatsApp message. Once your booking has been confirmed, you will be required to make the payment in accordance with these Terms or as indicated on the Platform. Once Professionals have been identified for the requested Services, you shall receive confirmation via WhatsApp, email or call.
- c. Cancellations:
  - i. You must notify AyurMatirka within 3 working days from the date of ordering, if you decide to cancel your order, through the website, email or by phone. AyurMatrika will withhold processing fee of 4.5% and refund the remaining amount to original payment source withing 7 working days.
  - ii. If the cancellation request is made after 3 working days from the date of order, AyurMatrika will deduct the price, which is at the sole discretion of AyurMatrika, for services already provided, services provisioned at the time of cancellation request and processing fee, and refund remaining amount to the original payment source within 7 working days from the date of cancellation request.
  - iii. AyurMatrika may cancel an order if the service is unavailable for any reason. AyurMatrika will notify you if this is the case and refund payment that you have made against cancelled service.

- iv. If AyurMatrika chooses to cancel services being provided to you, partially or completely, for any reason, before the completion of agreed duration, you will be notified the same and AyurMatrika will deduct the charge for services availed by you till cancellation and refund rest of the amount to original payment source.

## **7. PRICING, FEES, AND PAYMENT TERMS**

AyurMatrika reserves the right to charge you for the different Services you may avail and/or for any other facilities you may opt for, from time to time, on or via the Platform, email or WhatsApp.

- a. AyurMatrika services are tailored to each customer needs and requirements which are collected during the consultation and hence pricing for services and products may vary. Full payment must be made for all the particulars mentioned in the order or amended order. Payment has to be made in cash or, if available on the AyurMatrika Website, by online payment including through credit card, debit card, net banking or wallet. All Charges and Fees are inclusive of applicable taxes.
- b. Customer has to intimate Ayurmatrika about cancellation of a scheduled visit by professional atleast 8 hours earlier to the scheduled time. Failing to which, the scheduled session is considered to be active and delivered at the scheduled time irrespective of the availability status of customer.
- c. AyurMatrika reserves the right to cancel the services being provided to you, partially or completely with 1 day's notice period without providing any specific reason.
- d. Payment Processors: We may use a third-party payment processor ("**Payment Processor**") to bill you through your selected mode of payment. The processing of payments will be subject to the terms and policies of such Payment Processor in addition to these Terms. We shall not be liable for any error of the Payment Processor. In the event of any unsuccessful payment, the money debited shall be credited in accordance with the terms of the Payment Processor.

## **8. CUSTOMER CONDUCT**

- a. AyurMatrika prohibits discrimination against Professionals, including on the basis of race,

religion, caste, national origin, disability, sexual orientation, sex, marital status, gender identity, age, or any other characteristic that may be protected under applicable law. Such discrimination includes but is not limited to any refusal to accept Services based on any of these characteristics.

- b. We request that you treat all Professionals with courtesy and respect, and that you provide them with a safe, clean, and appropriate location to perform the Services. Professionals shall be entitled to refuse to perform Services if you have not provided a safe, clean, and appropriate location for them, or your behavior towards them in a manner which is discourteous, disrespectful, abusive, or otherwise inappropriate. We reserve the right to withhold access to the Services and otherwise limit your access to Services at our absolute discretion if your behavior towards any Professional in a manner which is discourteous, disrespectful, or abusive, or which we otherwise deem to be inappropriate or unlawful.
- c. You agree that you will be liable for discriminating against Professionals or for any failure, intentional or otherwise, to provide the Professionals a safe, clean, and appropriate location for them to perform the Services. Additionally, you will also disclose any and all information that may have a bearing on the ability of the Professional to perform the Services or impact the Professional's health, safety, or well-being, to AyurMatrika and the Service Professional.
- d. You agree that in the event a Professional behaves in a manner that is discourteous, disrespectful, abusive, inappropriate, or in violation of the law, you shall be required to report such incident to AyurMatrika at the earliest but in any event within 48 (forty eight) hours of such incident.

## **9. THIRD PARTY SERVICES**

- a. The AyurMatrika platform may include services, content, documents, and information owned by, licensed to, or otherwise made available by, a third party ("**Third Party Services**") and contain links to Third Party Services. You understand and acknowledge that Third Party Services are the sole responsibility of the third party that created or provided it and that use of such Third Party Services is solely at your own risk.
- b. We make no representations and exclude all warranties and liabilities arising out of or pertaining to such Third Party Services, including their accuracy or completeness. Should you avail a Third Party Service, you shall be governed and bound by the terms and conditions and privacy policy of the third parties providing the Third Party Services. Further, all intellectual property rights in and to Third Party Services are the property of the respective third parties.

## **10. YOUR RESPONSIBILITIES**

- a. You represent and warrant that all information that you provide in relation to the Services is

complete, true, and correct on the date of agreeing to these Terms and shall continue to be complete, true, and correct while you avail the Services. Any information that you provide change during the existence of these Terms, you undertake to immediately bring such change to our notice. We do not accept any responsibility or liability for any loss or damage that you may suffer or incur if any information, documentation, material, or data, provided to avail the Services is incorrect, incomplete, inaccurate, or misleading or if you fail to disclose any material fact.

- b. You shall extend all cooperation to us in our defense of any proceedings that may be initiated against us due to a breach of your obligations or covenants under these Terms.
- c. In respect of the User Content, you represent and warrant that:
  - i. You are solely responsible for all activities that occur on or through your account on the Platform and all User Content;
  - ii. The User Content does not and shall not violate any of your obligations or responsibilities under other agreements;
  - iii. The User Content does not and shall not violate, infringe, or misappropriate any intellectual property right or other proprietary right including the right of publicity or privacy of any person or entity;
  - iv. the User Content does not and shall not contain any viruses, corrupted data, or other harmful, disruptive, or destructive files or content;
  - v. The User Content does not and shall not violate any third party rights; and
  - vi. The User Content (A) does not belong to any other person to which you do not have any right, (B) does not threaten the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, public order, cause incitement to the commission of any cognizable offence, prevents investigation of any offence, or is insulting another nation, (C) is not defamatory, grossly harmful, blasphemous, pedophilic, invasive of another's privacy, discriminatory based on gender, ethnically objectionable, disparaging, relating to, or encouraging money laundering or gambling, libelous, hateful, racist, violent, obscene, pornographic, unlawful, harmful to children, or (D) otherwise offensive, objectionable, or restricts, or inhibits, any other person from using or enjoying the Services.
  - vii. You shall not use the Services in any manner except as expressly permitted in these Terms. Without limiting the generality of the preceding sentence, you shall not:
    - viii. Infringe any proprietary rights, including but not limited to copyrights, patents, trademarks, or trade secrets of any party;
    - ix. Except as may be provided hereunder, copy, display, distribute, modify, publish, reproduce, store, transmit, post, translate, create any derivative works from or license the Services;

- x. Use the Services to transmit any data, or send or upload any material that contains viruses, Trojan horses, worms, timebombs, keystroke loggers, spyware, adware, or any other harmful programmers, or similar computer code, designed to adversely affect the operation of any computer software or hardware;
  - xi. Use any robot, camera, spider, other automated device, or manual process to monitor or copy the Services or any portion thereof;
  - xii. Engage in the systematic retrieval of content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory;
  - xiii. Use the Services in (A) any unlawful manner, (B) for fraudulent or malicious activities or (C) in any manner inconsistent with these Terms;
  - xiv. Decompile, reverse engineer, or disassemble the Services;
  - xv. Link to, mirror, or frame, any portion of all or any of the Services; or
  - xvi. Violate applicable laws in any manner.
- d. You warrant that you shall not engage in any activity that interferes with or disrupts the Services.
- e. You shall not attempt to gain unauthorized access to any portion or feature of the Services, any other systems or networks connected to the Services, to any of our servers, or through the Platform by hacking, password mining, or any other illegitimate means.
- f. You shall not directly or indirectly, in any capacity, solicit, attempt to influence, engage, approach, or accept or encourage the solicitations or approach of, a Professional from whom you have availed Services, to either terminate or otherwise cease their registration on or engagement with AyurMatrika, or avail services the same as or similar to the Services independently, without booking the Services through AyurMatrika. You agree that this limitation is reasonable and fair and is necessary for the protection of the privacy and security of Professionals and that this will not preclude you from obtaining services the same as or similar to the Services through the Platform or other means. You further agree that any potential harm to Professionals from the non-enforcement of this clause far outweighs any potential harm to you.

## **11. OUR INTELLECTUAL PROPERTY**

- a. All rights, titles, and interest in, and to the Services, including all intellectual property rights arising out of the Services, are owned by or otherwise licensed to us. Subject to compliance with these Terms, we grant you a non-exclusive, non-transferable, non-sub licensable, revocable, and limited licence to use the Services in accordance with these Terms and our written instructions issued from time to time. Any rights not expressly granted herein are reserved by AyurMatrika or AyurMatrika's licensors.

- b. We may request you to submit suggestions and other feedback, including bug reports, relating to the Services from time to time (“**Feedback**”). We may freely use, copy, disclose, publish, display, distribute, and exploit the Feedback we receive from you without any payment of royalty, acknowledgement, prior consent, or any other form of restriction arising out of your intellectual property rights.
- c. Except as expressly stated in these Terms, nothing in these Terms should be construed as conferring any right in, or licence to, our or any third party’s intellectual property rights.

## 12. TERM AND TERMINATION

- a. These Terms shall remain in effect unless terminated in accordance with the terms hereunder.
- b. We may restrict, deactivate, or terminate your access to, or use of, the Services, or any portion thereof, (i) immediately and at any point at our sole discretion, (A) if you violate or breach any of the obligations, responsibilities, or covenants under these Terms, (B) when you cease to become a user of our Services, (C) you do not, or are likely not to qualify under applicable law, or the standards and policies of AyurMatrika or its affiliates, to access and use the Services, or (D) violate or breach the Community Guidelines, (ii) upon 1 day’s prior written notice to you, or (iii) immediately for any legitimate business, legal, or regulatory reason.
- c. You may terminate these Terms, at any time, for any reason by sending a notice to at [services@ayurmatrika.com](mailto:services@ayurmatrika.com).
- d. Upon termination of these Terms:
  - i. The Account will expire;
  - ii. The Services will “time-out”; and
  - iii. These Terms shall terminate, except for those clauses that are expressly, or by implication, intended to survive termination or expiry.

## 13. DISCLAIMERS AND WARRANTIES

The Services are provided without any warranties or guarantees and in an "As Is" condition. You must bear the risks associated with the use of the Services.

- a. The information, recommendations provided to you on or through the Website is for general information purposes only and does not constitute any advice. The Company will reasonably

keep the Website and its contents correct and up to date but does not guarantee that (the contents of) the Website are free of errors, defects, malware and viruses or that the Website are correct, up to date and accurate in all means.

- b. Without prejudice to the generality of the section above, the total liability of AyurMatrika to you for all liabilities arising out of this User Agreement is it in tort or contract is limited to the value of the order by you.
- c. The quality of the services is entirely the responsibility of the Professional who ultimately provides such services to you. The Company under no circumstance accepts liability in connection with and/or arising from the services provided by the Professional or any acts, action, behavior, conduct, and/or negligence on the part of the Professional. Any complaints about the Professional should therefore be submitted to the AyurMatrika.
- d. You understand, acknowledge and agree that you are assuming entire risk as to your data, quality, accuracy, performance, timeliness, adequacy, completeness, correctness, authenticity, safety, security, and validity of any and all features and functions of AyurMatrika service, including, without limitations, postings, and materials associated with your use of the AyurMatrika service.
- e. You understand and agree that to the fullest extent permissible by law, the AyurMatrika, and their successors and assigns 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 use of the AyurMatrika service or from this terms of use, including but not limited to, compensatory, consequential, incidental, indirect, special or punitive damages
- f. The Services are provided on an “as is” basis without warranty of any kind, express, implied, statutory or otherwise, including without limitation the implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose. Without limiting the foregoing, we make no warranty that the Services will meet your requirements or expectations.
- g. No advice or information, whether oral or written, obtained by you from us shall create any warranty that is not expressly stated in the Terms.
- h. You hereby accept full responsibility for any consequences that may arise from your use of the Services, and expressly agree and acknowledge that we shall have absolutely no liability in this regard.

#### 14. INDEMNITY

You shall indemnify, defend at our option, and hold us, our parent companies, subsidiaries, affiliates, and our officers, employees, directors, agents, and representatives, harmless from and against any claim, demand, lawsuits, judicial proceeding, losses, liabilities, damages, and costs (including, without limitation, all damages, liabilities, settlements, and attorneys' fees), due to or arising out of your access to the Services or use of the Services, violation of these Terms, or any violation of these Terms by any third party who may use your Account.

#### 15. JURISDICTION, GOVERNING LAWS, AND DISPUTE RESOLUTION

- a. These Terms shall be governed by and construed and enforced in accordance with the laws of Karnataka, India.
- b. Any controversies, conflicts, disputes, or differences, arising out of these Terms shall be resolved by arbitration at Bengaluru in accordance with the Arbitration and Conciliation Act, 1996 for the time being in force, which is deemed to be incorporated by reference in this clause. The tribunal shall consist of 2 (TWO) arbitrator appointed by both the parties. The language of the arbitration shall be English or Local Language. The parties to the arbitration shall keep the arbitration confidential, and not disclose to any person, other than on a need to know basis, or to legal advisors, unless required to do so by law. The decision of the arbitrator shall be final and binding on all the parties thereto. Each party to the arbitration shall bear its own costs with respect to any dispute.

#### 16. MISCELLANEOUS PROVISIONS

- (a) Changes to Terms: The Terms are subject to revisions at any time, as determined by us, and all changes are effective immediately upon being posted on the Platform. It is your responsibility to review these Terms periodically for any updates or changes. You will be deemed to have accepted the changes made to these Terms if you continue to use the Platform once it has been posted.
- (b) Modification to the Services: We reserve the right at any time to add, modify, or discontinue, temporarily or permanently, the Services (or any part thereof), with or without cause. We shall not be liable for any such addition, modification, suspension, or discontinuation of the Services.
- (c) Severability: If any provision of these Terms is determined by any court or other competent

authority to be unlawful or unenforceable, the other provisions of these Terms will continue to be in effect. If any unlawful or unenforceable provision would be lawful or enforceable if a part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the clause, in which case the entirety of the relevant provision will be deemed to be deleted).

- (d) Assignment: You shall not license, sell, transfer, or assign your rights, obligations, or covenants under these Terms, or your Account in any manner without our prior written consent. We may grant or withhold this consent at our sole discretion, subject to any conditions we deem appropriate. We may assign our rights to any of our affiliates, subsidiaries, or parent companies, any successor in interest of any business associated with the Services, or any third party without any prior notice to you.
- (e) Notices: All notices, requests, demands, and determinations for us under these Terms (other than routine operational communications) shall be sent to [services@ayurmatrika.com](mailto:services@ayurmatrika.com)
- (f) Third Party Rights: No third party shall have any rights to enforce any terms contained herein.
- (g) Force Majeure: We shall have no liability to you if we are prevented from or delayed in performing our obligations, or from carrying on our business, by acts, events, omissions, or accidents beyond our reasonable control, including without limitation, strikes, failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, malicious damage, or compliance with any law or governmental order, rule, regulation, or direction.