

Terms & Conditions

1. SCOPE

- 1.1 This web portal (“**Portal**”), is made available by SankhyaSutra Labs Limited (“**Company**”, “**we**,” “**us**” and “**our**”) located at C/O Incubex Business Consulting Services Pvt. Ltd, 13th floor, B-M2, North Ave, Manyata Tech Park, ORR, Nagavara, Bangalore, Karnataka – 560045.
- 1.2 The Portal is designed and made available by the Company and /or its affiliates to facilitate its users to (i) browse and/or access information in connection with the Company and/or its products and services; and (ii) such other services as may be provided by the Company from time to time (collectively known as “**Services**”) on any compatible smart phones or desktop browsers. Please carefully go through these terms and conditions and the privacy policy available at <https://sankhyasutralabs.com/privacy-policy/> before you decide to access or avail the services provided by the company. These terms and conditions and Privacy Policy together constitute a legal agreement between SSL and the users when you visit our Portal and use the Services.
- 1.3 Your (“you”, “your” or “user”) use of the Portal is subject to these Terms and Conditions (“**Terms**”).
- 1.4 Your use of the Portal on the device requires that you agree to these Terms and the privacy policy of the Portal. By downloading the Portal and by registering or signing up to the Portal, or otherwise having access to, receiving, and/or using the Portal, you acknowledge to have read, understood and you consent to be governed and bound by these Terms and the privacy policy of the Portal. If you do not understand the Terms or the privacy policy of the Portal, or do not accept any part of them, then you should not use the Portal. These terms & conditions supersedes any orally or in writing communicated terms and conditions (if any) about your use of the website, the SSL, and/or the Services. By using any of the Services, you agree to these terms of the Portal of the Company.
- 1.5 The Terms are an electronic record in terms of the Information Technology Act, 2000 (as amended / re-enacted) (“**IT Act**”) and rules thereunder, and is published in accordance with the provisions of Rule 3 (1) of Information Technology (Intermediaries Guidelines and Digital Media Ethics code) Rules, 2021, which mandates for publishing of rules and regulations, privacy policy and terms of use for access or usage of Portal. This electronic record is generated by a computer system and does not require any physical or digital signatures.
- 1.6 These Terms defines the terms and conditions under which you are allowed to use the website and the services described hereunder. If you have any query regarding these Terms and Conditions, feel free to contact us at info@sankhyasutralabs.com.

2. CONDITIONS OF USE

You must be 18 years old to use the Services, visit the Portal, or use it in any way. By visiting, and/or using the Portal and/or the Services, you represent and warrant to SSL that you are at 18 years old, that you have the right, authority, and capacity to use the Portal and the Services, and that you agree to and will abide by the terms and conditions.

3. PRIVACY AND PROTECTION OF PERSONAL INFORMATION:

- 3.1 SSL may by its Services, collect information relating to the devices through which you access the Portal or use the Services. Google Analytics will process and collect personal data that we may use for the purpose of understanding how you use our website so we can improve design and functionality of our website. The collected information will be used for the purpose of improving the Services and to build new Services.
- 3.2 Please refer to the privacy policy of the Portal available at <https://www.sankhyasutralabs.com/privacy.html>.
- 3.3 Please note that your use of the Portal or Services on your device and download thereof from Google play store/Apple app store may be subject to the respective privacy policies as may be published or made available by the device and Google play store/Apple app store.
- 3.4 SSL is not responsible in any way for the authenticity of the personal information or sensitive personal information that the user gives to SSL or to anyone else acting on its behalf.
- 3.5 If a user gives false, inaccurate, out-of-date, or incomplete information, or if that information becomes false, inaccurate, out-of-date, or incomplete, or if we have a good reason to think that such information is false, inaccurate, out-of-date, or incomplete, SSL has the right to stop providing Services to the user. SSL may report to law enforcement authorities, any actions that may be illegal required or at SSL's discretion, we will cooperate with the law enforcement agencies in any investigation of alleged illegal activity involving the Portal or Services.

4. MODIFICATIONS

Modifications of the Terms: The Company reserves the right to change the Terms under which the Services are offered, including but not limited to the charges, if any, associated with the use of the Services. The Terms may be further modified based on changes in the business, legal and regulatory requirements and will be updated online. We will notify you whenever any change to the Terms and Conditions are made. You are encouraged to periodically visit this page to review these Terms and any changes to it.**4.2. Modification of Services:** The Company reserves the right to add, modify or delete any content or features available in the Services at any time at its sole discretion.

5. LINKS TO THIRD PARTY SITES AND PORTALS:

- 5.1 The Portal may contain links to other web sites/portals ("Linked Sites"). The Linked Sites are not under the control of the Company and the Company is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site or any information transmitted on a Linked Site. The inclusion of any link does not imply endorsement by the Company of the site or any association with its operators.
- 5.2 Any dealings with third parties (including advertisers) included within or available via a link from the Portal or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. The Company shall not be responsible or liable for any part of any such dealings or promotions.
- 5.3 You acknowledge and agree that the use of any Linked Sites is governed by such third party's terms of use, license agreement, privacy policy, or other such agreement. **THE COMPANY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY DISCLOSURE OF INFORMATION OR ANY OTHER PRACTICES OF ANY THIRD PARTY. THE COMPANY EXPRESSLY DISCLAIMS ANY WARRANTY WITH RESPECT TO YOUR PERSONAL OR OTHER INFORMATION THAT MAY BE COLLECTED, PROCESSED, SHARED OR RETAINED BY ANY THIRD PARTY.**

6. INTELLECTUAL PROPERTY RIGHTS:

The Company shall own title, interest and rights, including all related intellectual property rights, in/of the Portal and/or your device including but not limited to object code of the Portal, features of services, which is/are protected by the applicable laws except the content owned by the user. You acknowledge that such ownership shall include all intellectual property rights arising from any suggestions, enhancement requests, recommendations or other information provided by the user, whether in the course of use of the Portal, your device or otherwise.

7. USE LIMITATIONS:

- 7.1 Services offered by the Portal are intended solely for the purpose of availing Services provided by the Portal. You may not distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or Services offered by the Portal.
- 7.2 As a condition of your use of the Portal, you warrant to the Company that you will not use the Portal for any purpose that is unlawful or prohibited by these Terms. You may not use the Portal in any manner which could damage, disable, overburden or impair the Services or interfere with any other party's use and enjoyment of the Portal.

- 7.3 You are not entitled to use any kind of measures, mechanisms or tools (software or hardware) that could interfere with the functioning of the Portal or any of its Services.
- 7.4 You may not use the Services and/or Portal if (i) you have been convicted of any offence under applicable law; (ii) if you are under the age of 18 years; and/or
- 7.5 You agree that you will not upload on the Services, any content that is contrary to the Terms and Conditions and the Company's content guidelines, the Privacy Policy, or any other policy of Company, as updated from time to time, or that is contrary to applicable laws and regulations. If any such content is uploaded on the Services and in your account in any manner and for any reason whatsoever, you shall ensure that such content is deleted from the Services and your account immediately.

8. USER NAMES AND PASSWORDS

- 8.1 You may be required to register in order to access Portal using the means and methodology as provided by the Company from time to time
- 8.2 You are responsible for maintaining the confidentiality of any password you use to access the Portal and you agree not to transfer such passwords or user names or lend or otherwise transfer your use or access to the Portal to any third party. You agree to notify us of any unauthorized use of your passwords or user names or any other breach of security related to your account of which you become aware. You are fully responsible for all use of the Portal and any Services that occur in connection with your user name, except to the extent that any unauthorized use is not caused by any breach of your obligations under these Terms.

9. GENERAL:

- 9.1 By using our Services you hereby agree to ensure that the explicit prohibitions mentioned in section 9.3 are at all times adhered to.
- 9.2 Use Restriction: You must not access the Portal if you are a person who is either barred or otherwise legally prohibited from receiving or using the Service or any Services under the laws of India.
- 9.3 You shall not host, display, upload, modify, publish, transmit, update or share any information which:
 - a) Belongs to another person and to which you do not have any right to;
 - b) Is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling or otherwise unlawful in any manner whatsoever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act 1986;
 - c) Is misleading in any way;

- d) Is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, pedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;
- e) Harassing or advocates harassment of another person;
- f) Involves the transmission of “junk mail”, “chained letters”, or unsolicited mass mailing or “spamming”;
- g) Promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- h) Infringes upon or violates any third party’s rights (including, but not limited to, intellectual property rights, rights of privacy or rights of publicity);
- i) Promotes an illegal or unauthorized copy of another person’s copyrighted work;
- j) Provides instructional information about illegal activities such as making and/ or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses;
- k) Solicits gambling or engages in any gambling activity which we in our sole discretion believe is or could be construed to be as illegal;
- l) Harms minors in any way;
- m) Violates any law for the time being in force;
- n) Impersonates another person;
- o) Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;
- p) Threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offense or prevents investigation of any offense or is insulting any other nation.

9.4 Services may be made available for free of cost or for a specified cost as may be decided by the Company from time to time.

9.5 Third-Party Fees: You may incur access or data fees from third parties (such as your internet provider or mobile carrier) in connection with your use of Services and of Portal. You are solely responsible for all such fees.

9.6 Updates: You may need to install updates to the Portal or related software that we introduce from time to time to use of the Portal. Services originating from the Portal may communicate with the servers from time to time to check for available updates to the Services and to the functionality of the Portal, such as bug fixes, patches, enhanced functions, missing plug-ins and new versions (collectively, "Updates"). Your use of the Services you have installed requires that you have agreed to receive such automatically requested Updates.

9.7 Accuracy of Information: You agree that the information entered by you while profile creation/ updation or using any of Services is true, current, complete and accurate in all respects. The Company is not responsible for any losses arising out

of discrepancy in your data. You are solely responsible for maintaining confidentiality and security of your user account and for all activities that occur on or through your user account. The Company is not responsible for any losses arising out of the unauthorized use of your user account.

10. LIABILITY DISCLAIMER

- 10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF, OR INABILITY TO USE OR ACCESS, THE PORTAL OR FOR ANY SECURITY BREACH OR ANY VIRUS, BUG, UNAUTHORIZED INTERVENTION, DEFECT, OR TECHNICAL MALFUNCTIONING OF THE PORTAL, WHETHER OR NOT FORESEEABLE OR WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT, OF OR IN CONNECTION WITH, YOUR USE OF, OR ACCESS TO, THE PORTAL OR THE CONTENT. FURTHER, THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY TEMPORARY DISABLEMENT, PERMANENT DISCONTINUANCE OR MODIFICATION OF THE PORTAL BY THE COMPANY OR FOR ANY CONSEQUENCES RESULTING FROM SUCH ACTIONS.
- 10.2 YOU SHALL BE SOLELY RESPONSIBLE FOR OBTAINING AND MAINTAINING ANY EQUIPMENT AND ANCILLARY SERVICES (INCLUDING THE PAYMENT OF ANY ADDITIONAL FEES THEREFORE) REQUIRED TO CONNECT TO, ACCESS OR OTHERWISE USE THE SERVICES, INCLUDING, WITHOUT LIMITATION, VIDEO-ENABLED DEVICES, VIDEO COMMUNICATION SERVICES, MODEMS, HARDWARE, SERVERS, SOFTWARE, OPERATING SYSTEMS, NETWORKING, WEB SERVERS, INTERNET AND TELEPHONE SERVICE (COLLECTIVELY, "EQUIPMENT"). YOU WILL ALSO BE RESPONSIBLE FOR MAINTAINING THE SECURITY OF THE EQUIPMENT AND FOR ALL USES OF THE EQUIPMENT WITH OR WITHOUT YOUR KNOWLEDGE OR CONSENT
- 10.3 YOU ARE SOLELY RESPONSIBLE FOR THE CONTENT AND OTHER MATERIALS YOU TRANSMIT THROUGH THE SERVICE OR SHARE WITH OTHER USERS OR RECIPIENTS. YOU WILL NOT TRANSMIT ANY CONTENT THAT YOU DID NOT CREATE OR THAT YOU DO NOT OWN ALL RIGHT, TITLE AND INTEREST IN AND TO, INCLUDING, WITHOUT LIMITATION, ALL COPYRIGHT AND RIGHTS OF PUBLICITY CONTAINED THEREIN.

- 10.4 THE COMPANY AND/OR ITS RESPECTIVE AFFILIATES MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS AND ACCURACY OF THE INFORMATION, SOFTWARE AND SERVICES AND RELATED CONTENT CONTAINED ON THE PORTAL FOR ANY PURPOSE. ALL SUCH INFORMATION, SOFTWARE AND SERVICES AND RELATED CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE COMPANY AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, AND SERVICES AND RELATED CONTENT, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT
- 10.5 YOU SPECIFICALLY AGREE THAT THE COMPANY SHALL NOT BE RESPONSIBLE FOR UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR ANY TRANSACTIONS ENTERED INTO THROUGH THE PORTAL. YOU SPECIFICALLY AGREE THAT THE COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY THREATENING, DEFAMATORY, OBSCENE, OFFENSIVE OR ILLEGAL SERVICES OR CONDUCT OF ANY OTHER PARTY OR ANY INFRINGEMENT OF ANOTHER'S RIGHTS, INCLUDING INTELLECTUAL PROPERTY RIGHTS. YOU SPECIFICALLY AGREE THAT THE COMPANY IS NOT RESPONSIBLE FOR ANY SERVICES SENT USING AND/OR INCLUDED IN THE PORTAL BY ANY THIRD PARTY
- 10.6 IN NO EVENT SHALL THE COMPANY AND/OR ITS AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR OR IN RELATION TO: (A) LOSS OF USE, DATA OR PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF PORTAL; (B) ANY DELAY OR INABILITY TO USE THE PORTAL OR SERVICES; (C) THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION OR SERVICES OBTAINED THROUGH THE PORTAL; (D) OR OTHERWISE ARISING OUT OF THE USE OF THE PORTAL OR THE SERVICES OF THE COMPANY; WHETHER OR NOT ALL OF THE ABOVE LOSSES, CLAIMS OR DAMAGES ARE BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, EVEN IF THE COMPANY AND/OR ITS AFFILIATES AND/OR ITS ASSOCIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES, CLAIMS OR DAMAGES.
- 10.7 THIS PORTAL IS A SELF-HELP TOOL INTENDED FOR ILLUSTRATIVE AND REPRESENTATIONAL PURPOSES ONLY. IT NEITHER GUARANTEES THE ACCURACY OF THE CALCULATION NOR GIVES WARRANTY OR REPRESENTATION OF ANY KIND IN ANY CIRCUMSTANCE. IN CASE OF ANY DISCREPANCY BETWEEN AN ACTUAL BILL AND THAT CALCULATED BY THIS PORTAL, THE

AMOUNT INDICATED ON YOUR BILL PREVAILS. YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY SUCH INFORMATION PROVIDED BY THE PORTAL SHALL BE AT YOUR SOLE RISK.

11. TERMINATION (TEMPORARY AND PERMANENT DISABLEMENT):

- 11.1 Unless otherwise provided in these Terms, the Services offered to you may be terminated by the Company without assigning any reasons at any time at the sole discretion of the Company. Upon termination / suspension, you shall not have the right to use or access the Portal/Services.
- 11.2 The Company reserves the right to suspend and/ or terminate your access to the Portal or Services with or without notice and to exercise any other remedy available under the law, in case where:
- Such user breaches any terms and conditions of the Agreement;
 - A third-party reports violation of any of its right as a result of your use of the services;
 - SSL is unable to verify or authenticate any information provided by a user who has misrepresented or provided a false information;
 - SSL has reasonable grounds for suspecting any illegal, fraudulent or abusive activity on part of such user; or
 - SSL believes in its sole discretion that user's actions may cause legal liability for such user, other users or for SSL or are contrary to the interests of the Portal.

12. GOVERNING LAW AND DISPUTE RESOLUTION:

- 12.1 Any dispute, claim or controversy arising out of or relating to this Agreement, including the determination of the scope or applicability of these terms and conditions to arbitrate, or your use of the services or information to which it gives access, shall be determined by Arbitration in India, before a sole arbitrator appointed by the Company. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Bangalore, Karnataka, India. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties to the dispute.
- 12.2 These terms and conditions are governed and construed in accordance with the laws of India. The courts in Bangalore, Karnataka, India shall have exclusive jurisdiction to hear disputes arising out of these terms.

13. FORCE MAJEURE:

The Company shall be under no liability whatsoever in the event of non-availability of any portion of the Portal or subscribed content occasioned by act of God, war, disease, revolution, riot, civil commotion, strike, lockout, flood, fire, failure of any public utility, manmade disaster, infrastructure failure or any other cause whatsoever beyond the control of the Company.

14. SEVERABILITY:

If any provision of these terms and conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction or an arbitral tribunal, then such provision shall be severed from these terms and the remainder of these terms shall be interpreted as if such provision were so severed and shall be enforceable in accordance with its terms; provided, however, in such event, the terms and conditions shall be interpreted so as to give effect, to the greatest extent consistent with the original intent of the parties.

15. CONTACT DETAILS:

Vinay Kariwala

Email: info@sankhyasutralabs.com

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