

TERMS OF USE:

The following are the terms on which we offer User, Registered User and Vendor access to the Smileindia services.

This is a legal and binding agreement between you, the User, Registered User and Vendor ("User" or "You") of the Services, as defined below and Drove & Pace India Pvt. Ltd, (a private limited company registered under the aegis of Companies Act, 1956) and Drove & Pace, LLC, (Company registered at Texas (No.), trading as www.smileindia.com ("Website/Site) including associated mobile-sites and mobile-applications ("Apps") and/or the Services provided by the Platform on Smileindia's mobile applications (hereinafter collectively described as the "*Smileindia Services*").

The terms and conditions that govern User, Registered User and Vendor's use of the Smileindia Services and Platform, as defined below.

ACCEPTING THESE TERMS OF USE IN ANY MANNER OR ACCESSING SMILEINDIA SERVICES, YOU CONSENT, AGREE AND UNDERTAKE TO ABIDE, BE BOUND BY AND ADHERE TO THE TERMS OF USE and the Privacy Policy and any other terms which govern the Site (together referred to as "Terms of Use" or "Terms" or "Terms and Conditions") **AND IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU ARE NOT ENTITLED TO AVAIL OF / USE THE SERVICES AND ANY USE THEREAFTER SHALL BE UNAUTHORIZED.**

Detailed description of Service and Acceptance of Terms of Use:

Smileindia exclusively reserves the rights of ownership and operation of services offered through our website www.smileindia.com in accordance with our privacy policy. Smileindia inter *alia* provides Smileindia Services online as an interactive platform for its Users, Registered Users and Vendors and any associated mobile sites, applications ("Site") to inter *alia* provide for;

- i. A service enabling medical practitioners, healthcare providers, Wellness, Fitness, Nutrition & lifestyle experts, beauticians and cosmetic personnels to enlist themselves or their companies/firms/organisation(s)

on the website www.smileindia.com in order to advertise and promote their services and products to website/app users, registered members and other vendors.

- ii. Create or maintain health related, search for a medical practitioner by area of speciality etc. and to seek paid, unpaid appointment(s)/consultation(s).
- iii. Subscriptions to its users, registered members and vendors causing their membership of the Smileindia Services and allowing them to choose to make their personal profiles using their personal information, photos, showcasing their expertise making them amenable to requests/proposals from prospective clients/advertisers and other users, registered members and vendors for getting professional work on paid or unpaid basis.

By using the Smileindia Services, User, Registered User and Vendor agrees to be bound by these *Terms of Use*, whether or not User, Registered User and Vendor register as a subscriber of Smileindia Services. It is herein made clear that the use of the Smileindia Services can be done only if, the user acknowledges and voluntarily accepts the terms of use and privacy policy of Smileindia. In case of any disagreement, an individual is advised not to use the Smileindia Services. Using the Smileindia Services represents User, Registered User and Vendor to be bound by the terms and conditions and privacy policy of the Smileindia.

Services provided and the terms and conditions of their usage are also subject to be modified at the sole discretion of smileindia. Any such change shall be updated to the online agreement; however it is the User, Registered User and Vendor's responsibility to remain updated about the changes in terms & conditions of usage.

According to the provisions of the Indian laws, however not limited to, as envisaged as under:

1) The Indian Contract Act, 1872

2) The Information & Technology Act 2000

3) Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 pertaining to security of personal and sensitive information and general intermediary guidelines related to transfer of such sensitive data.

Use of the Services is subject to compliance with these Terms of Use.

Unless otherwise specified, the Smileindia Services is available for individuals acting as users, registered members or vendors, who have attained the age of majority in their jurisdiction; in case of India, this service is restricted to Users who are aged 18 years or older.

Website access and terms of usage by a minor:

Unless otherwise specified, the Smileindia Services is available for individuals who have attained the age of majority in their jurisdiction; in general, this service is for the Users, who are aged 18 years or older. If you are under the relevant age of majority in your jurisdiction, you may only access Services in accordance with applicable law which enables a minor in your jurisdiction to access such a service, which in India is 18 years of age.

However, any registration made to access Smileindia Services may be done for a minor, but the same can only be done by his/her guardian/natural guardian(s), who have attained the age of majority and who is/are duly authorized in law to act on and behalf of such a minor(s), as it shall be deemed that the same is being done under proper supervision. Even in such cases, both the guardian(s) and the minor must comply with these terms of use and any breach of these terms as an instance of breach shall be deemed to be an act of breach by the said guardian(s). Smileindia may advise you or intimate you with regard to change in terms of use in case of minors and the same should be duly complied with by you and the concerned minor. The guardian(s) further agrees that the use of Smileindia services does not amount to any child labour or abuse as per the prevalent laws in India. Smileindia completely discourage and condemn such acts and shall not be held liable in any ways.

Your access to and use of the Smileindia Services is subject to these Terms and Conditions, Privacy Policy and all applicable laws, rules, and regulations

and shall be your assertion to prove that you are a major as per law of the country. Your use of services mandates that you comply with the same. You subscribing Smileindia by accepting this Agreement represent and warrant to Smileindia that you are 18 years of age or older, and that you have the right, authority and capacity to use the Website and the Services available through the Website, and agree to and abide by this Agreement. In case of the services, being used for minor(s), you warrant that you are legally a 'guardian' and warranted under law to act for such minor(s).

Electronic Communications:

When you use/avail the Smileindia Services or send any data, information or communication, you agree and understand that you are communicating with Smileindia through electronic media/ records and you consent to receive communications via electronic records from the Smileindia's platform periodically and as and when required. Smileindia will communicate with you by email or any push notification or other message or electronic records on the email address and or mobile number available with it, which will be deemed adequate service of notice / electronic record.

You acknowledge that you have specifically consented to Smileindia or our respective affiliates and partners contacting you using the contact information you have provided us at any time during your association with us for any purpose including the following purposes:

1. To obtain feedback regarding the Service;
2. To contact you for offering new products or services, whether offered by us, or our respective advertisers, clients, affiliates or partners.
3. Soliciting for services rendered by other users, registered members and vendors

You acknowledge and agree that you may be contacted for the above purposes, using any of the contact details provided by you, including via emails, text messages or phone calls. In the event you have indicated any 'do not disturb' preferences to your telecom service provider, and registered yourself on the national customer preference register / 'do not disturb' or similar list, it is requested that you ensure that your registered preferences allow for

communications to be sent to you. The Content contained in the Services is protected by copyright, trademark, patent, trade secret and other laws, and shall not be used by you except as provided in these Terms and Conditions, without the written permission of Smileindia.

End-user account and data privacy:

Personal data as defined by the Clause 3 of Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 as:

Sensitive personal data or information of a person means such personal information which consists of information relating to;— (i) password; (ii) financial information such as Bank account or credit card or debit card or other payment instrument details ; (iii) physical, physiological and mental health condition; (iv) sexual orientation; (v) medical records and history; (vi) Biometric information; (vii) any detail relating to the above clauses as provided to body corporate for providing service; and (viii) any of the information received under above clauses by body corporate for processing, stored or processed under lawful contract or otherwise: provided that, any information that is freely available or accessible in public domain or furnished under the Right to Information Act, 2005 or any other law for the time being in force shall not be regarded as sensitive personal data or information for the purposes of these rules.

Smileindia may collect information related to the devices through which the User, Registered User and Vendor accesses its services, such information collected in a database and shall be used for the sole purpose of improving its existing services or for creating new services etc.

Access to the website or its computer applications allows Smileindia to access User, Registered User and Vendor's contact information for the purpose of booking/confirming appointments or for obtaining feedback.

The User, Registered User and Vendor's are expected to have knowledge about Smileindia's privacy policy that sets out inter alia as:

- I. The category of information from the User, Registered User and Vendor including personal information
- II. The means and mode of collection of this information.
- III. The purpose of collection of this information.
- IV. Any other information made mandatory by the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011.
- V. Rights available to User, Registered User and Vendor's pertaining to the collection, retention and usage of such information.

Detailed Privacy Policy, to which the User, Registered User and Vendor voluntarily gives his/her acceptance as a pre requisite before using Smileindia Services can be found at ([Hyperlink-Privacy Policy](#)).

Subscription Services;

Every User of Smileindia Services may be a user, a registered user, vendor, however specific and special services may be availed on a subscription model ("Subscription"). To become a Registered User, you may be required to provide certain personal information to Smileindia and may be required to make payments ("Subscription Fee") as per the applicable membership plan through a debit card, credit card or other payment gateways ("Payment Method(s)"). Smileindia will be using third party payment gateways to process and facilitate the payment of your subscription fee. On successful registration to the Subscription, Smileindia will intimate you of the same. Smileindia may offer different kinds of subscription plans, each of these subscription plans will be subject to different limitations and restrictions and the cost of each of these subscription plans may vary and shall be subject to change at the sole discretion of Smileindia and there shall be no dispute qua the same. Smileindia shall have complete and sole discretion to make certain services that is a part of the subscription available to you on more than one end user compatible system concurrently.

Payments and Refunds:

Smileindia will start billing as per your selected payment method for the subscription plan selected by you through the third party payment gateway. The cancellation of any Subscription (paid or free), if any shall be at the sole discretion of Smileindia. You agree that your subscription to Smileindia Services shall be automatically renewed after expiry of subscription period and you will be charged (in case you having paid the subscription), until and unless you voluntarily and expressly communicate your request for cancellation of the subscription, when the same is pending renewal. No claims shall be entertained qua refund of the charges for renewal of subscription after the said paid subscription is renewed at the time of expiry and you shall be liable to make the payment for the renewal. If your selected payment method is no longer available or your payment method fails for whatsoever reason, you will be responsible and liable for any uncollected amounts and Smileindia reserves the right to terminate the Subscription offered to you. The subscription fees billed are non-refundable irrespective of whether the subscription have been availed by the User, Registered User or Vendor or not.

You also understand and acknowledge that Smileindia services only facilitate third-party payment gateway for processing of the payments. This facility is managed by the third-party payment gateway provider and you are required to follow all the terms and conditions of such third-party payment gateway provider for making the said payment(s). You are responsible for the accuracy and authenticity of the information provided by you, including the bank account number/credit card details and the like. You agree and acknowledge that Smileindia shall not be liable and in no way be held responsible for any losses whatsoever, whether direct, indirect, incidental or consequential, including without limitation any losses due to delay in processing of payment instruction or any credit card fraud or other reasons.

Smileindia reserves the right to change, terminate or otherwise amend the Subscription plans, Subscription Fees for the Subscription at its sole discretion and at any time. Such amendments shall be effective upon posting on the Smileindia Services and your continued use of the Service shall be deemed to be your voluntary and conclusive acceptance of such amendments.

Access & Use of the Services:

Smileindia grants you a non-exclusive limited, revocable, limited permission to use the Smileindia Services for personal /professional purposes, as the case may be during the subsistence of your account with Smileindia for the Indian territory as applicable in respect of specified Content and as set forth in these Terms and Conditions.

By agreeing to use/avail the Services:

1. You confirm and warrant that all the data and information supplied by you when you register and provided by you to Smileindia and its affiliates, is true, current, complete and accurate in all respects that and you agree to update your information as necessary to maintain its truth and accuracy
2. You agree that the account/profile created by you at Smileindia is for your own purpose and pertains to you, as Smileindia prohibits creation of any account at its platform for anyone else other than yourself. You acknowledge and agree that your data and any other personal data collected by Smileindia is subject to Smileindia's Privacy Policy. For more information, view the full Privacy Policy. Smileindia may collect information such as occupation, language, pin-code, area code, location, and the time zone where the Services are used and may use these to target advertising and make content recommendations.
3. You acknowledge, consent and agree that the Smileindia may access, preserve, transfer and disclose your account information and/or User Material subject to the Privacy Policy, if required to be done by law to cooperate with mandated government and law enforcement agencies.
4. You agree that Smileindia has the right to temporarily suspend access to the whole or any part of its Services for any technical/operational reason and shall be under no liability to you in such an event. Smileindia may, but shall not be obliged to, give you as much notice of any interruption of access to the Services as is reasonably practicable. Smileindia will restore access to the Services as soon as reasonably practicable after temporary suspension.

5. You agree that Smileindia shall be under no liability whatsoever to you in the event of non-availability of Smileindia Services or any portion thereof occasioned by Act of God, war, disease, revolution, riot, civil commotion, strike, lockout, flood, fire, satellite failure, failure of any public utility, man-made disaster, satellite or technical failure or any other cause whatsoever beyond the control of Smileindia.
6. You acknowledge and agree not to either directly or through the use of any device, software, internet-site, web-based service, or other means remove, alter, bypass, avoid, interfere with, violate, or circumvent any patent; trade secret; copyright, trademark, or other proprietary notice marked on the Content or any digital rights management (DRM) mechanism or device; any content protection or access control measure associated with the Content, including geo-filtering mechanisms; privacy; publicity; or other proprietary right under applicable laws.
7. You agree not to either directly or through the use of any device, software, internet site, web-based service, or other means copy, download, capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit any information, data, content or create any work or material that is derived from or based on the said content. This prohibition applies regardless of whether such derivative works or materials are sold, bartered, or given away.
8. You agree that You will not misuse the data, information and content and/or other user material you access and view as part of the Service, including without limitation, download/store the Content by illegal/non-permitted means, or infringe any of Smileindia's/ or its licensor's copyright, trademark design, patent, and other intellectual property including any rights of Smileindia or its licensors subsisting in the data, information and content. You further agree that You will not copy/record/edit/modify any of the data, information and content you access and view as part of the Service, for any purpose, and/or copy/record/edit/modify any Content including video, images etc., by using any means including software, spyware, etc., for any purpose whatsoever.

9. You agree that you shall be responsible for any activity that occurs through your account and in no manner whatsoever Smileindia shall be liable for it.
10. You agree you will not sell, transfer, license or assign your account, username, or any account rights to any other person or company etc. However, the same is not applicable to people or businesses that are expressly authorized to create accounts on behalf of their employers or clients.
11. You agree that Smileindia and/or its affiliates or licensors owns and/or retains all rights to the Services and the Content throughout the territory of the world in perpetuity. You further agree that the data/information you access and view as part of the Services is owned or controlled by the Smileindia, its affiliates and or its licensors. The Services and the Content are protected by copyright, trademark, design, patent, trade secret, and other intellectual property laws of Smileindia and you cannot claim any proprietary over the same.
12. Except as provided in these Terms (or otherwise expressly provided in the Privacy Policy), you are not authorized to copy, download, stream capture, reproduce, duplicate, archive, upload, modify, translate, publish, broadcast, transmit, retransmit, distribute, perform, display, sell, frame or deep-link, make available, or otherwise use any information, data and content contained in the Services.
13. You are responsible for the security and proper use of your unique user ID and password that you enter while registering on Smileindia and must take all necessary steps to ensure that they are kept confidential, used properly, and not disclosed to unauthorized people.
14. You agree that your use of the Services and the data, information and content may give you the opportunity to view, publish, transmit, submit posts and/or comment in accordance with these Terms and Conditions.
15. You agree that your personal information shall be collected by Smileindia and the same may be used as per the Private Policy of Smileindia and that you by choosing to use Smileindia Services, give your express and voluntary consent for the same. You further agree that

no claim whatsoever will be made by you in this regard as against Smileindia and its affiliates.

16. You agree that you shall never hold Smileindia liable for any infringement of copyright, trademark or any intellectual property right or for breach of any personal information. Furthermore, with regards thereto no claim whatsoever of any user, registered user or vendor shall lie against Smileindia. Under no circumstances Smileindia shall be held liable for the same.

You further agree not to use the Services to:

1. Post, upload or otherwise transmit or link to data, information and content that is: unlawful; threatening; abusive; obscene; vulgar; sexually explicit; pornographic or inclusive of nudity; offensive; excessively violent; invasive of another's privacy, publicity, contract or other rights; tortious; false or misleading; defamatory; libellous; hateful; or discriminatory;
2. Defame, stalk, bully, abuse, threaten, impersonate, intimidate, harass or harm another person(s) or entities.
3. Not post private or confidential information via services, including your or any other person's credit card, non-public phone numbers or non-public email addresses.
4. Exploit or endanger a minor;
5. Impersonate or attempt to impersonate any person or entity;
6. Violate any intellectual property rights belonging to Smileindia or others including but not limited to patent, trademark, trade secret, copyright, privacy, publicity or other proprietary right;
7. Attempt to decipher, decompile, disassemble or reverse engineer any of the software, applications and/or any element comprising the Site, the application for accessing the data, information and content, or the Smileindia Services;
8. Introduce or engage in activity that involves the use of viruses, software disabling codes, bots, worms, or any other computer code, files or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or otherwise

permit the unauthorized use of or access to a computer or a computer network;

9. Interfere with, damage, disable, disrupt, impair, create an undue burden on, or gain unauthorized access to the Smileindia Services, including Smileindia's servers, networks or accounts of other users of Smileindia;
10. Cover, remove, disable, manipulate, block or obscure advertisements or other portions of Smileindia's Services or the Content;
11. Delete or revise any information provided by or pertaining to any other user of the Smileindia's Services.
12. Use technology or any automated system such as scripts, spiders, offline readers or bots in order to collect or disseminate usernames, passwords, email addresses or other data from Smileindia's Services, or to circumvent, delete, deactivate, decompile, reverse engineer, disassemble or modify any security technology or software that is part of the Smileindia's Services;
13. Send or cause to send (directly or indirectly) unsolicited bulk messages or other unsolicited bulk communications of any kind through the Smileindia's Services.
14. Solicit, collect or request any personal information for commercial or unlawful purposes from the other users, advertisers etc.;
15. Post, upload or otherwise transmit an image or video of another person without that person's consent;
16. Use Smileindia Services for any illegal or unauthorized purposes
17. Use technology or other means to access, index, frame, or link to any other Site (including the Content) that is not authorized by Smileindia;
18. Use the Services to advertise or promote competing services;
19. Use the Services in a manner inconsistent with any and all applicable law(s);
20. Attempt, facilitate, induce, aid and abet, or encourage others to do any of the foregoing. You shall not restrict another user from validly using Smileindia's Service and will not encourage/ facilitate violations of these Terms of Use.
21. Nor advertise or subscribe or do anything illegal or which constitutes an offence as per the penal law of the country or any other laws of India. In

case, the same is done, you shall be solely liable for all the repercussions and shall not make any claim or seek any damages etc. from Smileindia, as Smileindia does not have any control over the content initiated by third parties including advertisers, users.

Safety of accounts and passwords:

The User, Registered User and Vendor shall be responsible for the safety of their accounts and login passwords. It shall also be the duty of the User, Registered User and Vendor to inform Smileindia about the unauthorized usage of his account. In no case it shall be the responsibility of Smileindia to undo or make good the losses/damages done by any such unauthorized usage(s).

Recording the communication:

In case any expert (medical practitioner, wellness, lifestyle expert etc) is contacted through Smileindia Services, then Smileindia reserves its rights to record such communication for furthering of its services.

Listing and disseminating practitioner(s)/expert(s) related content and information:

The responsibility for authenticity of the information furnished by the user, registered user or vendor, as the case may be while accessing/using the services of smileindia shall vest solely on the said person/organisation/entity furnishing such information.

Smileindia shall be free to list of details of the practitioners, experts, professionals with regard to their profile, experience, expertise and information on its platform as per its system. The said listing on the Smileindia services do not in any way represent any fixed objective ranking or relates to any endorsement being made by Smileindia. The listing order of experts, people, organizations when searched for using the Smileindia website shall be based on previously obtained users, registered users and vendor's feedback and shall be subject to change with time.

Smileindia holds no liability for the display order of the search results for recommended experts etc.

Smileindia collects information pertaining to their profile, area of specialisation, geographical location, visiting hours and fees of various practitioners/experts/professionals/vendors through various direct and indirect channels and also relies upon the information supplied /represented by them under bonafide belief, however with utmost caution. Smileindia makes suitable efforts to screen and verify the information and photos submitted by the Practitioners and experts, however it cannot be held liable for any inaccuracies or wrong-information represented on its platform. Under no circumstances, Smileindia takes the responsibility for any inaccuracy or incompleteness of information or quality of their services, although it assimilates the said details taking into consideration all the aspects and diligently assimilating the same.

Partner policy:

Smileindia's website maybe linked to other websites or partner's pages, the appearance of these links does not mean that Smileindia endorses the said websites/pages or such organisations. Users are advised to explore these links on their sole responsibility and any usage of information or links to the same may be adverted to user's own risk and Smileindia shall not be liable for any loss or damages in this regard.

Virus Attack:

Incase of a virus infliction to the user's device caused during accessing Smileindia services platform or downloading any data, text, images, video content or audio content from its platform. Smileindia expressly holds no liability to indemnify for the damages, if any.

It is advisable under the aforementioned circumstances that the user in his own discretion may abort the use of the Smileindia Services and inform Smileindia, so that precautionary measures, if required are undertaken by Smileindia, subject to its sole discretion.

Expert/Vendor- User/Registered User interaction:

Smileindia holds no liability for any kind of damages or compensation etc. arising out of the practitioner/expert-user/professional/organization/vendor and User/Registered Users interactions with regard to any claim of incorrect/incomplete services offered, inappropriate procedure followed/ level of services, unfair trade practices or deficiency of services etc. Under no circumstances, whatsoever Smileindia may be held liable for any damages whatsoever, by its users, as it is only a platform to assist its users to meet practitioner/expert-user/professional/organization/vendor(s) and under no condition it vouches for the representations, authenticity, quality, services etc. Users act voluntarily at their discretion to act upon the said representations of the practitioner's and experts and interact with them.

Review and/or Feedback:

A feedback regarding the dissatisfaction with services of a practitioner/expert-user/professional/organization/vendor can be made to Smileindia, however a mere acceptance of the feedback shall not ensure a direct action by Smileindia. Smileindia reserves its right to act on such feedbacks so as to make experience of its users including registered users better. You hereby agree not to post or publish any content on the Smileindia platform that infringes any third-party intellectual property or publicity or privacy rights, or violates any applicable law or regulation, including but not limited to the IG and SPI Rules. Smileindia, at its sole discretion, may choose not to publish your reviews and feedback, if so required by applicable law(s). You agree that Smileindia may contact you through cellphone, email, SMS, or any other electronic means of communication for the purpose of:

- i. Obtaining feedback in relation to Website and its services; and/or
- ii. Obtaining feedback in relation to any Practitioners listed on the Website; and/or
- iii. Resolving any complaints, information, or queries by practitioner/expert-user/professional/organization/vendor's regarding your reviews, feedback and ratings and you agree to provide your fullest co-operation further to such communication.

By using Smileindia's Platform, you agree that any information shared by you with Smile India will be subject to our Privacy Policy. You are solely responsible for the content that you choose to submit on Smileindia platform, including any feedback, ratings or reviews relating to practitioners/expert-user/professionals/organizations/vendors. The role of Smileindia in publishing such reviews, feedback and ratings etc. is restricted to that of an 'intermediary' under the I.T Act, 2000. Smileindia shall not be liable for such reviews, feedback and ratings etc. and its role with respect to such content is restricted to its obligations as an 'intermediary' under the said Act.

No-show on Appointment:

In case the user fails to show up for the scheduled appointment then Smileindia holds the discretion to temporarily disable the user's/registered user's account, in case the same fails to furnish a valid reason within a pre-assigned time frame by Smileindia. It is also pertinent to note that Smileindia has the sole authority to decide the validity of reason so provided and is free to take action accordingly. The User voluntarily agrees that the decision of Smileindia in this regard shall be final and binding upon such user/registered user.

Expert Vendor - User, Registered User Legal Relationship:

Advice or opinions sought through Smileindia Services do not culminate to form any legal expert-user relationship, such that no legal liability arises out of it. Such advices or opinions are not liable to be used for any medico-legal purposes.

No Emergency Health Care:

Smileindia is a platform for seeking expert opinion and services; it is not to be used in case of any medical emergency. In case of a medical emergency, user must connect with the hospital directly. In such claims, if any, Smileindia shall not be liable in any way with regard to any claims whatsoever in this regard.

General Terms for Users:

Users / Registered Users can search for practitioner/expert-user/professional/organization/vendor from various fields. The search results

are based on most available or most accepting expert. No advise or consultation given on Smileindia is final; it is subject to change in case of a physical examination or actual realization of services. No emergency service shall be made available for users.

General Terms for Practitioners and Experts:

The practitioner/expert-user/professional/organization/vendor have to be prompt else they can be replaced by Smileindia. Experts can leave the consultation if its beyond his/her area of expertise but only with prior written consent of Smileindia. Experts shall comply with the online time slot. Smileindia can show an expert available for consultation at any time. Practitioner/expert-user/professional/organization/vendor shall be liable for all his account related information furnished for payment through an online payment gateway. Practitioner/expert-user/professional/organization/vendor are liable to indemnify losses, if any incurred by Smileindia due to their services and in this case, the decision of Smileindia shall be final and binding upon all.

Termination of Access:

Smileindia holds the exclusive right to temporarily or permanently suspended an practitioner/expert-user/professional/organization/vendor's account, in case it has considerable reason to believe that the information published by the same with regard to its expertise or any other material information is wrong, mis-leading or fraudulent in nature or the Smileindia Services are being used in contravention of these terms and conditions or is against its privacy policy. In such case, Smileindia shall be at liberty having valid legal right to make such declaration on its platform alongside practitioner/expert-user/professional/organization/vendor's details as determined by it for the protection of its business and in the interests of its other users. In case of any loss to Smileindia due to such mis-representation, said omitting practitioner/expert-user/professional/organization/vendor shall be under obligation to make good said losses incurred to Smileindia. Furthermore, no claim shall be made or addressed by practitioner/expert-user/professional/organization/vendor in this regard as against Smileindia, as the said right duly vests in it.

Smileindia reserves the right to immediately terminate, suspend, limit, or restrict any User's/Registered User's and Vendor's account or use of the Services or access to Content at any time, without notice or liability, if it so determines in its sole discretion, for any reason whatsoever, including even an apprehension that the said practitioner/expert-user/professional/organization/vendor/user have breached these Terms and Conditions, the Privacy Policy, violated any Law, Rule, or regulation, engaged in any inappropriate conduct, provided false or inaccurate information, or for any other reason. User, Registered User and Vendor hereby agree and consent to the above and agrees and acknowledges that Smileindia can, at its sole discretion, exercise its right in relation to any or all of the above, and that the Smileindia, its Directors, officers, employees, affiliates, agents, contractors, principals or licensors shall not be liable in any manner for the same; and User, Registered User and Vendor hereby agree, acknowledge and consent to the same.

User, Registered User and Vendor agrees that Smileindia shall have the right but have no obligation, to monitor user material and to restrict or remove user material that Smileindia may determine, in its sole discretion, is inappropriate or for any other reason. User, Registered User and Vendor acknowledges that Smileindia reserves the right to investigate and take appropriate legal action against anyone who, in Smileindia's sole discretion violates these Terms, including but not limited to, terminating their account, terminate, suspend, limit, or use of the Services and/or reporting such User Material, conduct, or activity, to law enforcement authorities, in addition to any other available remedies under law or equity.

Smileindia holds an exclusive right to terminate the agreement and consequently the access to its website for various services with or without notice under the following circumstances:

- Breach of any or all terms of the agreement formed by accepting the terms and conditions of usage of Smileindia services.
- Any form of third party violations.
- If the Smileindia is unable to verify the information furnished by the User, Registered User and Vendo, as the case may be.

- If Smileindia has reasonable grounds to suspect any sort of fraudulent activity.

Disclaimer of warranties:

User agrees that use of Smileindia and the access to the Smileindia Services is at User, Registered User and Vendor's own risk and Smileindia cannot be made liable for the same at any instance. Smileindia does not provide or make any representation, warranty or guarantee, express or implied about the Smileindia Services and it does not guarantee the accuracy or completeness of any content or information provided by the Users on its platform.

Smileindia Services including the platform, the data, information and content contained on or provided through the Smileindia Services are provided "As Is", "As Available" and "With All Faults" basis and to the fullest extent permitted by law, are provided without warranties of any kind, either express or implied. Without limiting the foregoing, Smileindia does not make any warranties of fitness for a particular purpose, title, merchantability, completeness, availability, security, compatibility or non-infringement; or that the Services will be uninterrupted, free of viruses and other harmful components, accurate, error free or reliable.

Neither Smileindia nor any of its Directors, employees, officers or any other affiliates make any representations or warranties or endorsements of any kind whatsoever, express or implied.

Limitation of liability:

In no case, shall Smileindia, its directors, officers, employees, affiliates, agents, contractors, principals, or licensors be liable for any direct, indirect, incidental, punitive, special, or consequential damages in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, loss of data, loss of business or anticipated savings, loss of privacy, general and special damages, and consequential and incidental loss.

By accepting the terms and conditions the User, Registered User and Vendor agree that not even including but not limiting to negligence shall Smileindia be liable to indemnify the losses caused due to:

- i. Failure of an practitioners/experts/professionals/vendors to provide a service(s).
- ii. The content exchanged or transferred using the Smileindia platform.
- iii. Unauthorized access to a User, Registered User and Vendor's account/passwords.
- iv. Any other matter related to or arising out of services availed through smileindia in any form.

Indemnity:

User, Registered User/Vendor agree to defend, indemnify and hold harmless Smileindia, its affiliates, 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 attorneys' fees) arising from:

- (i) User, Registered User/Vendor use of and access to the Services;
- (ii) User, Registered User/Vendor's violation of any term of these Terms and Conditions;
- (iii) User, Registered User/Vendor's violation of any third party right, including without limitation any publicity, privacy, or intellectual property right;
- (iv) User, Registered User/Vendor's breach of any applicable laws; and
- (v) Any unauthorized, improper, illegal or wrongful use of User, Registered User/Vendor's Account by any person, including a third party, whether or not authorized or permitted by User, Registered User and Vendor.

Applicable law and dispute settlement:

The relationship between User, Registered User and Vendor and Smileindia shall be governed by the laws of India without regard to its conflict of law

provisions and for resolution of any dispute arising out of User, Registered User/Vendor's use of the Services.

Notwithstanding the foregoing, User, Registered User and Vendor agrees that in case of any dispute, the same shall be referred to arbitration by a Sole Arbitrator to be appointed by Smileindia and any such proceedings shall be in accordance with the Indian Arbitration and Conciliation Act, 1996 having its seat of arbitration at Chandigarh (India) and any such matters leading to or out of the said arbitration proceedings to be dealt by Courts of Law having jurisdiction at Chandigarh (India).

Severability:

If any provision of these Terms and Conditions is held invalid, void, or unenforceable, then that provision shall be considered severable from the remaining provisions, and the remaining provisions be given full force and effect.

Inclusion of Privacy Policy:

Averments and conditions mentioned in the privacy policy form part of present terms and conditions of use. Please review our privacy policy by following this link.