

# TERMS AND CONDITIONS

Astrologers Terms and Conditions (this "Agreement") are applicable to you, an Astrologer in your field ("Astrologer") who access and/or use the platform for providing on-line advice and professional consulting services ("Astrologer Platform") available at and/or Other B2B solutions and websites powered by astrofinding.com, having sole rights by Digital Xtreme Solutions. (each a "Site" and collectively the "Sites").

## DEFINITIONS:

**A) ASTROLOGER** - You are considered to be an "Astrologer" if you have a recognized degree or diploma in the category you are registered (except the lifestyle or spiritual category, for which no degree is mandatory), and register to be an Astrologer with the explicit purpose of providing your consultation to the member / user / visitors of the Astrofinding Platform and/or on partner Sites. Your Astrologer Registration Form is subject to approval of Astrofinding, once the same is accepted, your profile will be activated by Astrofinding.

Rejection of a profile may occur due to incomplete forms, or due to a particular category or subcategory being closed for registration at the particular time or any other reason that may not have been specifically mentioned here and in no way implies a rejection of the Astrologer and his or her qualifications.

## B) SERVICE:

[Astrofinding.com](https://www.astrofinding.com) provides a platform where an Astrologer may present his or her consultation and sell advice or services to interested Astrofinding users. The Astrologer Platform allows Members to locate an Astrologer and ask questions or request advice and/or services from such an Astrologer via the Astrofinding platform. Astrofinding, via the Astrologer Platform, enables a Member to communicate with the Astrologer. Payments made via the payment gateway on the Astrofinding platform can be used for one or more Astrologers, at the complete discretion of the Member. The Member is not restricted in any way from using the services of one particular Astrologer at any point and time.

### **C) MEMBER OR USER OR VISITOR:**

Anyone who has registered themselves on the Astrofinding platform with the purpose of taking advice or services from an Astrologer will be deemed as a member or user of Astrofinding. Such members or users may or may not have made a payment on the platform, and may use the platform to avail of free consultation, if the same has been provided by the Astrologer. Therefore a user or member may or may not be a paid member of Astrofinding.

This Agreement applies with respect to you or any Astrologer's access and/or use of the Astrologer Platform regardless of where such Astrologer Platform is made available.

In addition to the Astrologer Platform being available at the Sites, the Astrologer Platform, or a portion thereof, may also be made available via third party websites. If you or any Astrologer has accessed the Astrologer Platform, or any portion thereof, via a website owned, operated, managed, maintained or controlled by a third party, your or any Astrologer's use of such website may be subject to terms and conditions imposed by such third party as well. Astrofinding is not and shall not be responsible or liable for any terms, conditions, policies, acts, omissions etc. of any such third parties.

**YOU AGREE THAT BY USING THE ASTROLOGER PLATFORM YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE COMPETENT UNDER LAW TO ENTER INTO A LEGALLY BINDING AND ENFORCEABLE CONTRACT.**

This Agreement sets forth and contains the terms and conditions between you i.e. the Astrologer and Astrofinding. By using any portion of the website you agree to be bound by this Agreement. It is advisable that you should read this Agreement carefully. In the event, **IF YOU DO NOT AGREE TO BE BOUND BY ANY CLAUSE OF THIS AGREEMENT, YOU SHOULD IMMEDIATELY CEASE FROM USING ANY PORTION OF THE WEBSITE.** In such a case, you will not be able to register as an Astrologer or otherwise access and/or use the Astrologer Platform.

Astrofinding reserves the right and may modify this Agreement or any part hereof at any time as may be required for the provision of services on the Sites, for complying with the legal and regulatory framework and for other legitimate business purposes. Astrofinding will apply

reasonable efforts to inform you of any material change to this Agreement. That said, you as well as every Astrologer is encouraged to check the terms of this Agreement frequently. It is made expressly clear that by continuing to use the Astrologer Platform and/or the Sites (including maintaining your account) after any modifications have been made to this Agreement , would indicate your and/or the Astrologer's consent to be bound by such modified agreement.

## **1) ASTROLOGER AFFIRMATION, CONDUCT AND USE:**

The Astrologer warrants that whenever it provides Astrologer services to any Member of Astrofinding, it shall do so after exercising reasonable standard of care or standard of care mandated by his or her profession, whichever is higher.

The Astrologer agrees that the Astrologer:

- a) is at least 18 years of age or an entity recognized by law, and that you are authorized to submit an Astrologer registration form, or that you are authorized to represent the person (which may include a legal entity) who is submitting an Astrologer Signup / Registration Form, and that you are authorized to sign the Astrologer Signup / Registration Form on behalf of yourself or on behalf of the person that you represent and bind him or her.
- b) Will provide true correct and accurate representation of skills, degrees, qualifications, background and other such information, and will maintain and update all such information during the term of this Agreement to keep it true, accurate, current and complete.
- c) Will maintain such skills, qualifications and other information, including maintaining your status in good standing as a licensed professional in any jurisdiction, as may be required by that jurisdiction, where you practice your profession.
- d) WILL NOT ATTEMPT TO CONTACT THE MEMBER OR ENCOURAGE ANY PAYMENT FROM THE MEMBER WHICH IS NOT THROUGH ASTROFINDING AND/OR SITES.
- e) Will not take any actions which may undermine, disrupt or manipulate the integrity of Astrofinding and/or the Sites.
- f) Will not interfere with or disrupt the Sites or servers or networks connected to the Sites.

- g) Will not attempt to gain unauthorized access to other computer systems or networks connected to the Site and will not send junk mail or spam or any unsolicited mass distribution emails.
- h) Will not transmit through the Site any unlawful, harassing, libellous, privacy violation, abusive, threatening, defamatory, vulgar, obscene, racist, harmful or otherwise objectionable material of any kind.
- i) Will not stalk, threaten or harass any Astrologer or Member or infringe upon or attempt to infringe upon their privacy.
- j) Will not violate any applicable local, state, national, or international law, statute, ordinance, rule, regulation or ethical code.
- k) Will not perform services or offer advice in any jurisdiction where you are not authorized or licensed or in good standing to do so.
- l) Will not diagnose, treat, test, recommend a course of treatment, or otherwise provide or perform services that require an in-person physical examination of a Member.
- m) Will advise Members that your advice is not a substitute for the advice of a physician after physical examination and that your advice is for informational purposes only.
- n) Will not provide any legal or medical advice or other advice or information which may only be lawfully rendered or provided by a licensed professional who has established a physician-patient relationship, attorney-client, or other relationship.
- o) Will not misrepresent yourself or create a misleading name or listing.
- p) Will not mislead Members to believe that he or she can provide a service which is outside the Astrologer's scope of work.
- q) Will not do any act which results in any intellectual property violation, third party advertisement, spread of viruses, worms, malicious software, or any other illegal or immoral act.
- r) Will receive SMS notifications and alerts from Astrofinding including daily reminders to log in.
- s) WILL NOT EXCHANGE ANY PERSONAL CONTACT INFORMATION WITH ANY MEMBER FOR THE PURPOSE OF MAKING AN OFFLINE PAYMENT.
- t) WILL NOT ATTEMPT TO TAKE THE ACT OF PROVIDING ONLINE ADVICE AND/OR PROFESSIONAL CONSULTING SERVICES OFFLINE, I.E. WITHOUT USING ASTROFINDING AND/OR SITES THAT CAN BE DONE VIA THE ASTROFINDING PLATFORM.
- u) WILL ABIDE BY THE PAYMENT/PRICING GUIDELINES AND NOT CHARGE THE MEMBER BEYOND ACCEPTABLE NORMS OF PRICING.

Astrologer agrees to a fair price policy, and will charge on par with their own, and other similar calling platforms. Astrofinding reserves

the right to automatically lower the price of the astrologer, if it finds that the price is higher than any other competitor platform/website. Astrofinding is not bound to inform the astrologer and it is up to the astrologer to ensure that their pricing is the same on all platforms or the lowest on Astrofinding. In the event that an astrologer repeatedly changes pricing so that is NOT the same as other platforms, or the astrologer's own website, Astrofinding reserves the right to disable the services of the astrologer without prior notice.

- v) WILL NOT ATTEMPT TO FRAUDULENTLY INCREASE TALK TIME BETWEEN MEMBER AND Astrologer WHICH WOULD RESULT IN A GREATER PAYMENT TO THE Astrologer.

WILL NOT SHARE ACCESS TO THE ASTROLOGER MANAGEMENT PLATFORM WITH ANYONE ELSE. WILL NOT DISCLOSE TERMS AND CONDITIONS BETWEEN ASTROFINDING AND THE ASTROLOGER TO A THIRD PARTY OR TO A MEMBER OF ASTROFINDING. ANY DISCLOSURE WILL BE DEEMED TO BE A VIOLATION OF CONFIDENTIALITY, AND CAN RESULT IN AN ASTROLOGER BEING ASKED TO LEAVE THE PLATFORM.

The Astrologer acknowledges that Astrofinding merely provides a platform wherein the Astrologers can meet the Members, i.e. customers and therefore agrees that the Sites are being provided for use as is, and therefore, the Astrologer will not have any plea, claim, or demand vis a vis Astrofinding. Further, the use of Astrofinding and/or the Sites by the Astrologer is voluntary and completely at the Astrologer's sole and entire risk, without any warranty of merchantability, fitness for a particular purpose, non-infringement, compatibility etc.

The Astrologer acknowledges and agrees that it shall be solely responsible for all conduct, services, advice, postings and transmissions that are made from the account of the Astrologer and further consents that any information or content that the Astrologer posts or transmits will not be considered to be Astrologer's confidential information and in fact, this information, whether personal in nature or not, shall be owned by Astrofinding. Astrologer further agrees and consents to all conversations, chats or transcripts being captured in any format controlled processed and shared by Astrofinding in terms of the Privacy Policy and as permissible by law. THE Astrologer HOWEVER DOES WARRANT THAT ANY INFORMATION

SHARED BY THE MEMBER TO THE Astrologer WILL NOT BE DISCLOSED AND WILL USE HIS/HER BEST EFFORTS TO GUARD MEMBER'S PRIVACY.

Astrofinding enables the transfer of files between Members and Astrologers. When opening such file attachments received from Members it is the Astrologer's responsibility to scan them with an anti-virus software application prior to opening them.

Without derogating from the above or any other term of this Agreement, Astrofinding may, in its absolute discretion, refuse to post, transmit or remove any content uploaded by the Astrologer and/or remove any content violating this Agreement. The decision taken by Astrofinding shall be final in this regard. The Astrologer will bear all the risks associated with the uploading and transmitting of material while utilizing a Site and/or Astrofinding's services, including reliance on its accuracy, reliability or legality.

THE ASTROLOGER SHALL NOT DISOBEY OR COMMIT A BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENTS OR INSTRUCTIONS CONVEYED BY ASTROFINDING. FAILURE TO COMPLY OR A BREACH OF THE ABOVE, WILL ENTITLE ASTROFINDING, WITHOUT INTIMATING THE Astrologer, TO IMMEDIATELY BLACKLIST THE ASTROLOGER ON ITS ROLLS, SUSPEND THE ASTROLOGER'S ACCOUNT ON THE SITES AND THEREFORE, RESTRICT TRAFFIC TO IT, WITHHOLD OUTSTANDING PAYMENTS DUE TO THE ASTROLOGER AND EVEN, PERMANENTLY EJECT THE ASTROLOGER FROM THE ASTROLOGER PLATFORM.

## **2) Username and password:**

When you, the Astrologer, create and open an account with Astrofinding, you will be asked to provide a username and password. You are entirely responsible for maintaining the confidentiality of your password and username and any other security information related to your account. You will be fully responsible for all activities that occur under your account, username or password. You may not use the account, username or password of someone else at any time. You will immediately notify Astrofinding of any unauthorized use of your password, user name, e-mail or any other breach of security. Astrofinding encourages Astrologers to change their password at least once a month. Astrofinding will not be liable for any loss that you incur as a result of someone else using your account or your password, either with or without your knowledge. You

may be held liable for any losses incurred by Astrofinding due to someone else's use of your account or password.

Or You can login to the app/website using google login. If you opt for google login, then we will take the following details from google for login verification: Email id, Name, Picture & google id. However, none of these details will be shared with anyone else; it is just for your login verification and account creation.

### **3) Payment of fees and billing:**

The Astrologer acknowledges that in order to have a presence on the Astrologer Platform as an Astrologer, he or she must be a registered and approved Astrologer on the Astrofinding platform. The approval is done annually by Astrofinding before it can access the Sites and provide online advice or professional consultancy services. Astrologers also acknowledge that Astrofinding merely provides the Astrologer Platform where Members may elect to contact Astrologers and Astrofinding promotes the Astrologer profiles through various digital and mobile properties owned by Astrofinding but Astrofinding cannot and does not guarantee that mere signing up / registration with Astrofinding will result in Transactions.

The Astrologer also acknowledges that any payment made to Astrofinding is for the opportunity to have a presence on the Astrologer Platform, unless otherwise specified. The Astrologer also agrees that in the event a Member does contact the Astrologer through Astrofinding's Astrologer Platform, for every call, web session, chat session etc., Astrofinding is entitled to a certain percentage of the billing, which depends on the plan the Astrologer has chosen at the time of choosing a plan. Therefore, before Astrofinding makes the payment to the Astrologer, Astrofinding shall be entitled to deduct the amounts which have accrued to it and the remainder shall be transferred to the Astrologer, as agreed by the Astrologer at the time of registration.

Astrofinding's billing system is not error-free, and Astrofinding shall not be liable for any problems, miscalculations or malfunctions in processing Astrologer Fees or other payments due to the Astrologer. If the Astrologer thinks that a mistake has occurred he or she must send his/her complaint to Astrofinding within 7 days of discovery of such mistake. If for any reason the Member has not paid the Astrologer Fee or

has paid but has later charged back such payment, no Astrologer Fees will be paid to the Astrologer for that transaction and if the money has already been sent to the Astrologer, Astrologer is required to repay this amount to Astrofinding, and Astrofinding has the right to deduct this amount from the Astrologer's account or from the following payments to be made from Astrofinding to Astrologer. Any Astrologer advice that is disputed, and remains unresolved, will be withheld for a reasonable amount of time till the problem is resolved. Astrofinding will have the final say with regards to disputes in this regard. In case of money back guarantee, Astrofinding reserves the right to provide a refund to a customer if they ask for it, and no prior permission will be taken from the astrologer for the same. The astrologer acknowledges and agrees that calls may be audited for quality purpose at such a time as a member requesting a refund or for the purpose of testing quality.

#### **4) Disclaimer of warranty:**

ASTROLOGER ACKNOWLEDGES AND AGREES THAT THE SITES AND ASTROLOGER PLATFORM ARE PROVIDED ON A "AS IS" BASIS, AND THEREFORE MEMBER WILL NOT HAVE ANY CLAIM OR DEMAND AGAINST Astrofinding, ITS AFFILIATES, OR ANY OF THE FOREGOING'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, REPRESENTATIVES, AGENTS ETC. WITH RESPECT TO THE SITES, THE ASTROLOGER PLATFORM OR ANY MEMBER. THE USE OF THE SITES AND THE ASTROLOGER PLATFORM IS AT THE ASTROLOGER'S SOLE RISK. TO THE FULLEST EXTENT OF THE LAW, AND Astrofinding EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON- INFRINGEMENT, SECURITY AND ACCURACY.

THE ASTROLOGER SHALL NOT HAVE ANY PLEA, CLAIM OR DEMAND AGAINST ASTROFINDING, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS IN RESPECT OF ANY SERVICES ASTROLOGER DECIDES TO PROVIDE IN CONNECTION WITH THE USE OF THE SITES. ASTROFINDING WILL NOT BE DEEMED THE PROVIDER OR

RECIPIENT OF ANY SERVICES ACQUIRED THROUGH THE SITES AND/OR ASTROFINDING. THE SALE OR PURCHASE OF SERVICES IS ACCORDINGLY EFFECTED AT THE ASTROLOGER'S SOLE AND ENTIRE RISK. UNDER NO CIRCUMSTANCES WILL ASTROFINDING, ITS AFFILIATES, AND THEIR



RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS BE LIABLE TO ANY ASTROLOGER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER IN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ARISING FROM THE SERVICES OR ANY PROVISION OF THIS AGREEMENT.

ASTROLOGER ACKNOWLEDGES AND AGREES THAT ASTROFINDING DISCLAIMS ANY LIABILITY WITH RESPECT TO ANY CLAIM, SUIT OR ACTION BROUGHT BY A MEMBER IN CONNECTION WITH PROVISION OF ANY SERVICES BY ASTROLOGER (INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS BY THE ASTROLOGER AS TO ASTROLOGER'S QUALIFICATIONS AND ADVICE PROVIDED BY THE ASTROLOGER) THROUGH THE ASTROFINDING SERVICE AND ASTROLOGER AGREES TO INDEMNIFY AND HOLD ASTROFINDING HARMLESS IN CONNECTION WITH ANY SUCH CLAIM AND ANY DAMAGES OR EXPENSES ARISING THEREFROM.

Astrofinding does not assume, and will not be liable for:

- (1) the accuracy or availability of the Sites or the Astrologer Platform; or
- (2) any damages or injury arising from or related to the Sites, the Astrologer Platform and/or any opinion, response, advice, prediction, recommendation, information, representation and/or other service provided or not provided by any Astrologer.

This section (disclaimer of warranty) shall survive termination or expiration of this Agreement.

## **5) Additional disclaimers:**

Astrofinding will not be liable for enforcing any agreement that was made between an Astrologer and a Member, including a Member fee agreement. Astrologer will be solely responsible for any agreement made with a Member. It is expressly reiterated that Astrofinding merely brings both the Member and the Astrologer on a common platform in order to increase the accessibility of the various Astrologers to the various Members and has no role in actual dispensation of advice.

In the event of a dispute regarding any Transaction conducted via the Astrologer Platform or the Sites, the Astrologer hereby relieves Astrofinding, its affiliates, their respective officers, directors, shareholders, employees, sub-contractors and agents from all manner of actions, claims or demands and from any and all losses (direct, indirect, incidental or consequential), damages, costs or expenses, including, without limitation, court costs and attorneys' fees, which Astrologer may have against one or more Members.

## **6) Limitation of liability:**

ASTROLOGER EXPRESSLY UNDERSTANDS AND AGREES THAT Astrofinding, ITS AFFILIATES, AND ANY OF THE FOREGOING'S OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AGENTS ETC. SHALL NOT BE LIABLE TO ANY ASTROLOGER OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE). ASTROLOGER FURTHER EXPRESSLY UNDERSTANDS AND AGREES THAT Astrofinding DISCLAIMS ANY LIABILITY WITH RESPECT TO ANY CLAIM, SUIT OR ACTION BROUGHT BY AN ASTROLOGER IN CONNECTION WITH PAYMENT FOR SERVICES BY THE MEMBER AND ASTROLOGER AGREES TO INDEMNIFY, DEFEND AND HOLD Astrofinding HARMLESS IN CONNECTION WITH ANY SUCH CLAIM. THE FOREGOING LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER THE CAUSE OF ACTION ARISES IN CONTRACT, IN TORT OR OTHERWISE AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY OR NEGLIGENCE.

In the event applicable law does not allow the limitation of liability as set forth above, the limitation will be deemed modified solely to the extent necessary to comply with applicable law, and the maximum liability to Astrofinding will be capped at \$10 or Rs.500 whichever is higher. This section (limitation of liability) shall survive termination or expiration of this Agreement.

## **7) Links:**

The Sites may contain links or other content related to web sites, products and/or services offered by third parties. Astrofinding has no control over any such links, content, web sites, products or services or

any information provided or transmitted via such links, web sites, products or services, or otherwise provided by any such third party. The Astrologer acknowledges and agrees that Astrofinding is not responsible for the availability of such third party links, content, web sites, products or services and will not be responsible or liable for any content, advertising, products or other materials contained therein or the business practices or privacy practices related thereto. The Astrologer warrants and agrees that Astrofinding will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such link, web site, content, product and/or service. Astrofinding encourages the Astrologer to, at a minimum, be aware when he or she leaves a Site and to review the privacy practices related to third party sites.

## **8) Advertisements:**

Astrofinding may include on the Sites advertisements on its own behalf or paid advertisements on behalf of third parties. By clicking on the advertisements, the Astrologer may be redirected to a web site of the advertiser or receive other messages, information or offers from the advertiser.

The Astrologer acknowledges and agrees that Astrofinding is not liable or responsible for the content, products or services of such advertisers or the web sites, links, information, messages, offers or privacy practices of such advertisers. The Astrologer is wholly liable for all communications and transactions with advertisers.

## **9) Modifications and termination of services:**

Astrofinding reserves the right to modify or discontinue, temporarily or permanently, any service in or on the Sites, with or without notice to the Astrologer. The Astrologer agrees that Astrofinding shall not be liable to Astrologer or to any third party for any modification or discontinuance of any service offered by Astrofinding, or for any losses or damages that may result to the Astrologer or any third party from such discontinuation or interruption of service. Astrofinding's services depend on various factors such as software, hardware and communications networks of Astrofinding, its contractors and suppliers. Astrofinding does not guarantee that Astrofinding's service will be uninterrupted or that it will be timely, secure or error-free.

Astrofinding, in its sole discretion and for any breach of this Agreement, may terminate Astrologer's participation in the services and refuse any and all current or future use by Astrologer of the Sites. In such a situation, the Astrologer will also forfeit all monies due from Astrofinding. However, in the event the Astrologer has not breached this Agreement, but the service in or on the Sites is modified or discontinued permanently without any fault of the Astrologer, the Astrologer shall be entitled to a pro rate reimbursement of its payment.

## **10) Astrofinding intellectual property:**

The Sites and the Astrologer Platform contain copyrighted material, trade secrets and proprietary information owned by Astrofinding or its licensors. This Agreement does not grant to the Astrologer any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), domain names or any other rights, functions or licenses in respect of the Sites or Astrologer Platform; or any material or information appearing on the Sites or Astrologer Platform; or any services offered by Astrofinding. The Astrologer may not create any derivative work or technology based upon any trade secret, intellectual property, confidential or proprietary information of Astrofinding or its licensors. Furthermore, the Astrologer may not sub-license, assign, transfer, sell or make any other commercial use of his or her membership in the Sites or Astrologer Platform.

The Astrologer may not adapt or use any trademark, service mark, trade name, logo or domain name similar to or likely to be confused with those of Astrofinding or its licensors, or take any other action that infringes upon or impairs Astrofinding's trademark or other intellectual property rights.

Astrofinding or its suppliers are the sole owners of all intellectual property, and in particular the copyright, trademarks, database and patents, in the Sites, Astrologer Platform and in any software, application, graphics, text and other materials used therein, including the organization and selection of the materials contained therein. In addition, except as otherwise expressly set forth or provided in this Agreement, Astrofinding or its suppliers shall retain all ownership rights in and to all content displayed on the Sites and Astrologer Platform including copies of data transferred or received by Astrologer through

the Sites and Astrologer Platform. This section shall survive expiration or termination of this Agreement.

### **11) Indemnification:**

Astrologer will indemnify, defend and hold harmless Astrofinding, and its employees, representatives, agents and Affiliates against any and all losses, damages, suits, judgments, costs and expenses (including litigation costs and reasonable attorneys' fees) arising out of or in connection with any claim, suit, action, or other proceeding brought against Astrofinding or such party, to the extent that such claim, suit, action or other proceeding is based on or arises from: (a) any breach of any representation, warranty, covenant or agreement to be performed by Astrologer according to this Agreement; (b) Astrologer's provision of services to any third party, regardless of whether or not they are Members of Astrofinding; or (c) any materials that Astrologer has posted to Astrofinding and its Sites and/or any content on Astrologer's Web site or otherwise provided to Members. Astrologer represents and warrants that it maintains and will continue to maintain adequate insurance if such insurance is required by any applicable laws or regulations which apply to the provision of services by Astrologer, including, without limitation, professional liability insurance applicable to the legal and medical professions

### **12) Privacy:**

By registering as an Astrologer and agreeing to the terms and conditions of this Agreement, you are also agreeing to the terms of Astrofinding's Privacy Policy.

### **13) Legal requirement to disclose:**

Astrofinding may disclose Astrologer information including personal information if Astrofinding reasonably believes that disclosure

(i) is necessary in order to comply with a legal process (such as a court order, subpoena, search warrant, etc.) or other legal requirement of any governmental authority,

(ii) would potentially mitigate Astrofinding's liability in an actual or potential lawsuit,

(iii) is otherwise necessary or appropriate to protect our rights or property, or the rights or property of any person or entity,

(iv) to enforce this Agreement (including, but not limited to ensuring payment of fees by Astrologers), or

(v) as may be required or necessary to deter illegal behaviour (including, but not limited to, fraud).

#### **14) Limited License:**

Astrofinding grants Astrologers a limited, nonexclusive, revocable right to use the Sites provided that Astrologer does not copy, modify, create a derivative work of, reverse engineer or otherwise attempt to discover any source code thereof, and provided further that you remain fully compliant with all terms and conditions of this Agreement and all other policies referenced herein or otherwise made available on the Sites.

#### **15) No Assignment:**

You shall not assign your rights or obligations pursuant to this Agreement, in whole or in part, whether voluntarily or by operation of law, without the prior, written consent of Astrofinding. Any purported assignment without the prior written approval of Astrofinding will be null and void and of no force or effect.

#### **16) Miscellaneous:**

Nothing in this Agreement shall be construed as making either party the partner, joint venture, agent, legal representative, employer or employee of the other. Neither party shall have, or hold itself out to any third party as having, any authority to make any statements, representations or commitments of any kind, or to take any action that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. This Agreement shall be interpreted only in accordance with the laws of the India (excluding any rules governing choice of laws), and any legal proceeding arising out of this Agreement will occur exclusively in the courts located in Meerut, Uttar Pradesh, India. This Agreement will be binding and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto. This Agreement (and the policies referenced herein and incorporated by

reference) constitutes the entire agreement between Astrofinding and the Astrologer with respect to the subject matter hereof, and the Astrologer has not relied upon any promises or representations by Astrofinding with respect to the subject matter except as set forth herein. Persons and entities who live in a territory that is prohibited by law, regulation, treaty or administrative act from entering into trade relations with the India are not permitted to use or access the Astrologer Platform or the Sites.

No amendment to this Agreement will be effective unless made in writing. The paragraph headings herein are solely for the sake of convenience and will not be applied in the interpretation hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of this Agreement will remain in full force and effect.