

Sakhi Terms and Conditions

Welcome to Sakhi, AI companion by SAKHI HEALTH (hereinafter referred to as "Sakhi", or "We", or "Us" or "Our"). This Terms and Conditions applies to all visitors, data subject, and others who access the Service ("User(s)" or "You/r"). This document is a legally binding agreement between You and SAKHI HEALTH, registered as a Commercial Establishment in India at #30, MEGHAMALANJALI, Sakhi Health, 2nd cross, P&T layout, near 2nd cross, Vidyanagara, Kurubarahalli, Bengaluru, 560086, India. The domain name www.sakhi.health (hereinafter referred to as "Website") and Sakhi AI companion on WhatsApp (hereinafter referred to as "Mobile Software" or "Sakhi App") is owned and managed by SAKHI HEALTH.

You may use our website, Sakhi AI companion on WhatsApp to access one or more of our services and offerings (collectively the "Service(s)" or "Sakhi Service").

By accessing or using the Sakhi App and Service, You signify that You have read, understood, and agree to be bound by this Terms and Conditions and to the collection and use of Your Information as set forth in the Privacy Policy and terms of any other policies of Sakhi as may be applicable to You whether or not You are a registered User of Our Service. These Terms and Conditions, Privacy Policy and any other terms and conditions as may be applicable shall hereinafter collectively be referred to as "Agreement" or "Contract". For further Information regarding the use of Your data by Sakhi, please read Our Privacy Policy.

Where not specifically called out, use of uppercase / lowercase and bold / not bold would carry the same meaning in this document.

Effective Date: 5th May 2024 (IST)

Version: 1.0.0

Important Notice:

1. You may use the Service only if You are a natural/legal person, agree to this Agreement and form a binding contract with Sakhi, and only in compliance with all applicable local, state, national, and international laws, rules and regulations.
2. If You are having suicidal thoughts or planning to act on suicidal thoughts, or if You feel that You may be a danger to Yourself or to others, or if You otherwise have any medical or mental health emergency or severe mental health condition, or if You are in a crisis or trauma or abuse, please DISCONTINUE USE OF THE SERVICE IMMEDIATELY and call the relevant emergency number in Your city/locality
3. Sakhi should NOT be used by individuals under 18 years of age. By using Sakhi, you confirm that you are more than 18 years of age. Sakhi does not take responsibility for any misrepresentation of age and use.

4. Sakhi is meant for users ONLY within INDIA. By using Sakhi, you confirm that you are residing within INDIA. Sakhi does not take responsibility for any misrepresentation of the same.
5. Your interaction with Sakhi AI companion is with an AI system and not a human. Sakhi should NOT be used for diagnosis, prognosis or treatment purposes. It is NOT intended to be a replacement for face-to-face psychotherapy or to provide a diagnosis, prognosis, treatment or cure for any disease/condition/disorder or disability or provide any type of state-regulated mental health services. Please take advice from certified medical professionals ONLY. It is an enabling and empowering mode of support, rather than treatment of illness or a health condition. The AI Companion may not be able to offer advice on issues it does not recognize.
6. For safety and security reasons, We strongly recommend that You keep Your conversations with Sakhi private.
7. Your submitted Data will be transferred, stored and processed in Our secure servers hosted by our cloud service providers. Data handling will be based on Our Privacy Policy.
8. The App and its Services cannot and should not be used by a third-party for Independent Research and Clinical Studies without the explicit permission of Sakhi.
9. Sakhi reserves the right to refuse access to the Service or terminate Your account if eligibility is not met, at its sole discretion. Sakhi reserves the right to stop giving access to new user(s) at any point in time at its sole discretion.
10. You can access Sakhi using “Unique Referral Code”, which is an alphanumeric code assigned to a Provider. Provider(s) refers to any 3rd Party Service Provider, including but not limited to, medical facilities/ clinics/ hospitals/ nursing homes/ medical practitioners/ mental health professionals. During Your conversation with Sakhi, whenever You ask for a Provider, suggestion of Provider with an option for call-back will be given based on the “Unique Referral Code” used by You to use Sakhi.
11. You can also access Sakhi using a “Referral link”. Referral link can be shared with You by existing User(s) of Sakhi. Whenever You ask for a Provider, suggestion of Provider with an option for call-back may be given based on the “Unique Referral Code” that is linked to the “Referral Link” or it may be any other Provider(s) depending on the discretion of Sakhi.
12. For example: If “User A” uses the Unique Referral Code of “PROVIDER X” to access SAKHI services, then whenever “User A” requires/ asks for professional help, the details of “PROVIDER X” will be given to “User A” and if “User A” asks for a call back, only the WhatsApp profile name and mobile number of “User A” will be sent to “PROVIDER X”. “User A” may share “Referral Link” with “User M” and/or “User N”, who can access Sakhi using the Referral Link. Whenever “User M” or “User N” requires/ asks for professional help, the details of “PROVIDER X” or any other Provider may be given to “User M” or “User N”, based on the discretion of Sakhi. If “User M” or “User N” asks for a call back, only their WhatsApp profile name and mobile number will be sent to the concerned Provider.

13. SAKHI will not share the chat history, chat content, any form of medical or any other related information about You with the Provider(s). SAKHI will only share Your WhatsApp profile name and mobile number whenever request for a call-back from the Provider(s).
14. Please note that Sakhi is not meant for any form of emergencies. In case of any emergencies, please contact your nearest hospital. Sakhi may not be able to provide alternative suggestions of Provider(s) and in such cases You are requested to find a suitable alternative by Yourself that suits Your requirements.
15. It is hereby clarified that SAKHI will NOT be responsible for any breach of such extant legal framework applicable to registered entity/ medical facilities/ clinics/ hospitals/ nursing homes/ medical practitioners/ mental health professionals and the same shall be the sole responsibility and liability of the Provider(s).
16. Sakhi does not warrant, endorse, guarantee, or assume responsibility for any product or service offered by any Provider(s) through the Sakhi Service. The onus of verifying the authenticity of the Provider(s) solely lies with You. Sakhi will not be a party to or in any way monitor any transaction between You and Provider(s).
17. Any/all products/services availed by You from the Provider(s) is on a principal-to-principal basis. All legal obligations of Provider(s) as a registered entity/ medical facility/ clinic/ nursing home/ hospital/ mental health professional/ medical practitioner will be directly enforceable by You against the Provider Only.
18. SAKHI shall not be responsible for any payment related disputes between the Provider(s) and You.

What is Sakhi and how does it work?

Sakhi is an AI companion for Mental wellbeing. It is based on Generative Artificial Intelligence (AI). Sakhi runs on Open AI's models through Application Programming Interface (APIs) provided by OpenAI, L.L.C. All Your conversations are with Open AI L.L.C's models which happens through the medium of WhatsApp. Sakhi has absolutely no control over the responses from the Generative AI models of Open AI, L.L.C. Therefore, Sakhi can make mistakes. The onus of cross-checking information/ suggestions given by Sakhi completely lies with You. Kindly refer to the Terms of Use, Safety and Privacy Policy of Open AI, L.L.C. for further information (available on their website www.openai.com). The APIs from Open AI is linked to the API provided by WhatsApp, thus enabling the user(s) to interact with Sakhi (built on Open AI's GPT) using WhatsApp. Kindly refer to the Terms of Services and Privacy Policy of WhatsApp for further information(<https://www.whatsapp.com/legal/terms-of-service>, <https://www.whatsapp.com/privacy>)

Your Interaction with the AI Companion is with an Artificial Intelligence (AI) system and not a human. You make the choice of using the AI Companion, based on Your own estimate of need, and agree that this is only suitable for basic self-help. This is not intended to be a replacement for face-to-face psychotherapy or to provide a diagnosis, prognosis, treatment or cure for any disease/condition/disorder or disability.

Sakhi is not intended for use in crisis such as abuse or complex or severe mental health conditions that causes for example; ideation of suicide, harm to self and others, or for any medical emergencies. Sakhi App is designed to offer general mental health advice and support and should NOT be used for any form of condition specific advice for complex medical conditions such as complex long-term illness, cancer, infertility or genetic disorders among others. Please take advice from certified medical professionals ONLY.

Sakhi License

Subject to this Agreement, You are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Sakhi App and Service for Your personal use only and as permitted by the features of the Service. Sakhi reserves all rights not expressly granted herein in the Sakhi App, Service and the Sakhi Content (as defined later in this Agreement). Sakhi has the right to terminate this license at any time for any reason or for no reason.

About Sakhi Accounts

Creation of an Account via registration is currently not required. Sakhi may, at its sole discretion, make the creation of an Account mandatory for all or certain Services in the future. In such an event, the following terms shall apply.

You may be required to create an account with Sakhi to avail certain Services with a username and password or Access Codes ("Account"). Your Account will give You access to the Services and functionality that We may establish, modify and maintain from time to time and in our sole discretion.

When creating Your Account, if required, You must provide accurate and complete Information. If You provide any Information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or if We have reasonable grounds to suspect that such Information is untrue, inaccurate, not current or incomplete, We have the right to suspend or terminate Your Account and refuse any and all current or future use of the Service (or any portion thereof).

You are solely responsible for the activity that occurs on Your Account. Sakhi will not be liable for any losses caused by any unauthorized use of Your Account. We may also suspend or terminate Your Account according to this Terms and Conditions where we see behavior, content, or other factors that pose a threat to Our App and Services. You may never use another User's Account.

Additional Service-related terms

1. The Sakhi App may offer in-app promotions from time to time such as free trials, discounts or upgrades to a plan or bootcamp for a limited time period. You understand and agree that such promotions may be available only once and cannot be extended or be transferable across multiple Users, plans and bootcamp. You agree that Our representatives may contact you for feedback or business promotions, from time to time.

2. If You have any questions, inquiries or complaints, please contact Us at wecare.sakhi@gmail.com Sakhi may ask additional information from You to service Your request appropriately. Please note that We may require to verify You before responding to any requests
3. We do not collect any Personally Identifiable Information from You, except when you give feedback or participate in online surveys done by Sakhi. At the same time, we also use anonymized data for research and statistical purposes to improve Our Product and Services. Sakhi conducts research on enhancing User experience. All data including User Content, if any, is anonymized before use for research purposes. Sakhi may use User Content and other data collected from the User in accordance with the Agreement for the purpose of this research. Research and outcomes are key to helping Users make real change and progress in their lives, and we are grateful for the support You provide towards this mission by sharing Your data. Please refer Privacy Policy on how we handle Your data;
4. Sakhi Services depend on various factors such as software, hardware and communications networks, third-party services, cloud services among others. Sakhi does not guarantee that the Sakhi App Service will be uninterrupted or that it will be timely, secure or error-free;
5. All conversations and data obtained during the course of the Service is confidential. You agree and authorize Sakhi to collect and process Your data in accordance with our Privacy Policy;
6. Sakhi may disclose your data if Sakhi reasonably believes that disclosure 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 or Your personal safety;
7. The Sakhi App and Service may provide links to external resources, services or other content in third-party websites. Sakhi 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. You acknowledge and agree that Sakhi does not endorse such third-party products, services or advertisements and 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. You warrant and agree that Sakhi will not be responsible or liable, directly or indirectly, for any damage or loss or injury caused or alleged to be caused by or in connection with the use of or reliance on any such link, website, content, product and/or service. Sakhi encourages You, the User, to, at a minimum, be aware of and to review the authenticity, Terms and Conditions and the privacy practices related to third party sites/ products or services.
8. You understand that the use of technology is not always secure and You accept the technology risks during use of Your mobile device. You will follow good security practices during digital use including but not limited to setting a PIN to protect access, not sharing

this with anyone, and not leaving your phone or chats unlocked for others to see. You understand and agree that safe use is Your responsibility, and Sakhi will not be responsible in any event arising out of unauthorized access to Your chats or other data;

9. It is agreed between You, Your heirs, agents, assigns, personal representatives and next of kin and Sakhi and their officers, directors, employees, contractors, members, agents and assigns that any disputes or claims arising out of or relating to the Agreement, or the breach of this Agreement, will be mutually addressed by both the parties towards a resolution. Any such resolution may occur at a venue suggested by Sakhi. In the event that the dispute has not been resolved after 60 days then the terms of dispute resolution mentioned in Agreement will be followed by both the parties;
10. You, for Yourself and on behalf of Your heirs, agents, assigns, personal representatives and next of kin, hereby release from liability, indemnify and hold harmless Sakhi, and their officers, directors, employees, contractors, members, agents and assigns (collectively "the Indemnified Parties") from and against any and all claims, losses, causes of action, costs, damages, expenses, injury and liabilities whatsoever, that You, Your heirs, agents, assigns, personal representatives and/or next of kin may have against the Indemnified Parties, which may incur, or which may arise out of or as a result of Your use of the Sakhi App and Service and/or reliance upon advice provided therefrom, whether caused by your own actions or inactions, by the negligent act(s) or omission(s) of the indemnified parties, or otherwise, to the fullest extent permitted by law.

What are the Service Rules?

You agree **NOT** to engage in any of the following prohibited activities:

- i. Copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping";
- ii. Using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the Sakhi servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser;
- iii. Transmitting spam, chain letters, or other unsolicited email;
- iv. Attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service;
- v. Taking any action that imposes, or may impose at Our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- vi. Uploading invalid data, viruses, worms, or other software agents through the Service;
- vii. Disclosing, collecting or harvesting any personally identifiable Information from the Service;
- viii. Using the Service for any commercial solicitation purposes;
- ix. Impersonating another person or otherwise misrepresenting Your affiliation with a person or entity, conducting fraud, hiding or attempting to hide Your identity;

- x. Interfering with the proper working of the Service;
- xi. Accessing any content on the Service through any technology or means other than those provided or authorized by the Service; or
- xii. Bypassing the measures We may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

About User Content

Some areas of the Service may, either now or later, allow Users to post content such as chat content, profile Information, videos, comments, questions, and other content or Information or any such materials a User submits, posts, displays, or otherwise makes available on the Service ("User Content"). We claim no ownership rights over User Content created by You; the User Content You create remains Yours. However, by sharing User Content through the Service, You agree to allow Us to view, edit, and/or share Your User Content. Sakhi has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via the Service.

You agree **NOT** to post or transmit User Content that:

- i. may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to You, to any other person, or to any animal;
- ii. may create a risk or any other loss or damage to any person or property;
- iii. seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;
- iv. may constitute or contribute to a crime or tort;
- v. contains any Information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable;
- vi. contains any Information or content that is illegal (including, without limitation, the disclosure of insider Information under securities law or of another party's trade secrets);
- vii. contains any Information or content that You do not have a right to make available under any law or under contractual or fiduciary relationships;
- viii. contains any Information or content that You know is not correct and current;
- ix. violates any school, Institution or other applicable policy, including those related to cheating or ethics;
- x. interferes with other Users of the Service including, without limitation, disrupting the normal flow of dialogue in an interactive area of the Service and deleting or revising any content posted by another person or entity;

Copyrights and Intellectual Property Rights

You may not copy, share, or use personal identifying or business contact Information about other Users without their express permission. You agree that any User Content that You post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. Sakhi reserves the right, but is not obligated, to reject and/or remove any User Content that Sakhi believes, in its sole discretion, violates these provisions.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

In order to honor and protect the Sakhi intellectual properties, You expressly agree not to disclose or communicate any proprietary Information about the Sakhi practice, materials, or methods to any third parties. The obligations under this Clause survive the termination of the Sakhi Service or Your relationship with Sakhi;

In connection with your User Content, You affirm, represent and warrant the following:

- You have the consent of each and every identifiable natural person in the User Content to use such a person's name or likeness, and each such person has released You from any liability that may arise in relation to such use of such User Content.
- Your User Content and Sakhi's use thereof as contemplated by this Agreement and the Service will not violate any law or infringe any rights of any third-party, including but not limited to any Intellectual Property Rights and privacy rights. Sakhi takes no responsibility and assumes no liability for any User Content that You or any other User or third-party posts or sends over the Service. You shall be solely responsible for Your User Content and the consequences of posting or publishing it, and You agree that We are only acting as a passive conduit for Your online distribution and publication of Your User Content. You understand and agree that in spite of Our best efforts You may be exposed to User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to Your purpose, and You agree that Sakhi shall not be liable for any damages or injury or losses You allege to incur as a result of User Content.

User Content License Grant

By posting any User Content on the Service, for use in connection with the Service You expressly grant, and You represent and warrant that You have all rights necessary to grant, to Sakhi a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list Information regarding, edit, translate, distribute,

syndicate, publicly perform, publicly display, and make derivative works of all such User Content and Your name, voice, and/or likeness as contained in Your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed subject to the Privacy Policy.

Use of User Content

Sakhi conducts research. All data including User Content if any is anonymized before use for research purposes. This research looks at how to enhance User experience. Sakhi may use User Content and other data collected from the User in accordance with the Agreement for the purpose of this research. Research and outcomes are key to helping Users make real change and progress in their lives, and we are grateful for the support You provide towards this mission by sharing Your data.

About Mobile Software

User(s) can use Sakhi through WhatsApp via a mobile device (Referred to as “Mobile Software”). To use the Mobile Software, You must have a mobile device that is compatible with the Mobile Software. Sakhi does not warrant that the Mobile Software will be compatible with Your mobile device. You may NOT: (i) modify, disassemble, decompile or reverse engineer the Mobile Software, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Software to any third-party or use the Mobile Software to provide time sharing, conduct independent clinical or research studies without explicit permissions or provide similar services for any third-party; (iii) make any copies of the Mobile Software; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Software, features that prevent or restrict use or copying of any content accessible through the Mobile Software, or features that enforce limitations on use of the Mobile Software; or (v) delete the copyright and other proprietary rights notices on the Mobile Software. You acknowledge that Sakhi may from time-to-time issue upgraded versions of the Mobile Software, and may automatically electronically upgrade the version of the Mobile Software that You are using on Your mobile device. You consent to such automatic upgrading on Your mobile device, and agree that this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Software is covered by the applicable open source or third-party license End User License Agreement, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Software or any copy thereof, and Sakhi or its third-party partners or suppliers retain all right, title, and interest in the Mobile Software (and any copy thereof). Any attempt by You to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Sakhi reserves all rights not expressly granted under this Agreement.

The Mobile Software is meant for Users ONLY in INDIA. You agree to comply with all Indian laws related to use of the Mobile Software and the Sakhi Service.

Our Proprietary Rights

Except for Your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the "Sakhi Content"), and all Intellectual Property Rights related thereto, are the exclusive property of Sakhi and its licensors (including other Users who may post User Content to the Service). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Sakhi Content. Use of Sakhi Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or We may invite You to submit comments or ideas about the Service, including without limitation about how to improve the Service or Our products ("Ideas"). By submitting any Idea, You agree that Your disclosure is gratuitous, unsolicited and without restriction and will not place Sakhi under any fiduciary or other obligation, and that We are free to use the Idea without any additional compensation to You, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of Your submission, Sakhi does not waive any rights to use similar or related ideas previously known to Sakhi, or developed by its employees, or obtained from sources other than You.

No Professional Advice

If Sakhi provides any Information (which includes Sakhi Content, medical or legal information, suggestions of Provider(s) among others) including recommending tools and techniques (e.g. Yoga or activity or exercises), such Information is for Informational purposes only and should not be construed as professional advice. No action should be taken based upon any Information contained in the Service. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area before any use.

About Privacy, Security, Third-Party Links and Monitoring

We deeply care about the privacy of Our Users. You understand that by using the Services You consent to the collection, use and disclosure of Your Personal data and aggregate data as set forth in our Privacy Policy, and to have Your data collected, used, transferred to and processed by Us in accordance with Our Privacy Policy.

We deeply care about the integrity and security of Your Personal data and maintain security measures as required under applicable data protection laws to ensure its authorized use. However, we cannot guarantee that unauthorized third parties will never be able to defeat Our security measures or use Your Personal data for improper purposes. You acknowledge that You provide Your Personal data at your own risk. Refer to the Privacy Policy for how we handle Your data.

The Service may contain links or other content related to third-party websites, advertisers, products and/or services, special offers, or other events or activities offered by third parties that are not owned or controlled by Sakhi. Sakhi 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. Sakhi does not endorse or assume any responsibility for any such third-party sites, Information, materials, products, opinions 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. If You access a third-party website or application from the Service, You do so at Your own risk, and You understand that these Terms and Conditions and Sakhi's Privacy Policy do not apply to Your use of such sites/services. You expressly relieve Sakhi from any and all liability, directly or indirectly, arising from Your use of any third-party website, application, software, products, service, or content and also 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, website, application, software, content, product and/or service. We may place ads online to test take-up of a specific Service or to promote a specific Service using only authorized advertisers and ad managers. Additionally, Your dealings with or participation in promotions of advertisers, if any, found on Our Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between You and such advertisers. You agree that Sakhi shall not be responsible for any loss or damage or injury of any sort relating to Your dealings with such advertisers. If You disclose Your Information to others, different rules may apply to their use or disclosure of such Information. We do not control the privacy policies of others. We encourage You to ask questions before You disclose Your personal Information to others. Sakhi encourages You to, at a minimum, be aware and check authenticity, when You visit or use a third-party website, application, software, product or service and to review the Terms and Conditions and privacy practices related to such third-party;

Subject to the Agreement, We have the right and liberty to monitor the content on the Website and Mobile Software at all times. Subject to the Agreement, We shall also have the liberty to remove any objectionable content, including User Content, which is in contravention of the Agreement or share such Information with any governmental authority as per procedures laid down by the law for the time being in force in India. It is hereby clarified that Sakhi has a right to but NOT an obligation to monitor the content on the Website and the Mobile Software. Accordingly, Sakhi shall NOT be liable for any claims, losses, damages costs or expenses that may arise as a consequence of the User Content published by You or any other User on the Website and Mobile Software.

About Payments and Cancellations

The first 2 conversations with the AI Companion are free and the User(s) will have to pay for subsequent conversations. One conversation with Sakhi can last for up to 25 minutes, depending on the User. Once the User starts a conversation, irrespective of whether the User continues interaction or not, the conversation will conclude at the end of 25 minutes and it will be counted

as one conversation for billing purposes. The User will have to purchase conversations in case they do not have any conversations left.

Payments once done will not be refunded. The number of free conversations, duration of each conversation, pricing of conversations can be varied from time to time solely at the discretion of Sakhi. You are requested to keep Yourself updated through our website www.sakhi.health

The User may choose to avail additional services, as and when available, on the Mobile Software (“Premium Services”) upon payment of a subscription fee. Premium Services shall be considered as a part of Services for the purpose of the Agreement. We may modify the subscription fee for the Premium Services or make all Services subject to payment of certain subscription fees at our sole discretion. The User will be notified of the applicable fee payable for the Services and the Premium Services prior to User’s use of the same.

Subscriptions, as and when available, will be automatically renewed until subscription is cancelled before the end of the current period. Subscription once paid will not be refundable. It is solely the User’s responsibility to cancel the subscription on time. WE DO NOT ACCEPT SUBSCRIPTION CANCELLATIONS VIA EMAIL. It is Your responsibility to note the date and time that the subscription will expire or come up for renewal, and to cancel prior to Your payment being processed.

If You purchase Sakhi Services, You may use other third-party payment gateways to make Your payments. Payment using such third-party payment gateways like Cashfree is governed by their respective Terms and Privacy Policies.

To the maximum extent permitted by applicable law, in no event shall Sakhi, its affiliates, agents, directors, employees, suppliers or licensors be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages or injury or losses arising out of or in connection with the Services.

Termination

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to You or to Users generally; or create usage limits for the Service. We may permanently or temporarily terminate or suspend Your access to the Service without notice and liability for any reason, including if in Our sole determination You violate any provision of the Agreement, or for no reason. Upon termination for any reason or no reason, You continue to be bound by the Agreement. You are responsible for all the mobile data usage resulting from the use of the Service. Consult Your mobile operator concerning your plan, data rate charges and limits.

Sakhi, in its sole discretion and for any reason, reserves the right to modify or discontinue or terminate, temporarily or permanently, any Service in or on the Sakhi App, with or without notice to User. User agrees that Sakhi shall not be liable to User or to any third party for any losses or damages or injury that may result to User or any third party from such discontinuation or

interruption of Service. However, if Service is permanently discontinued by Sakhi, Sakhi will initiate the refund of Fees paid by the User on a pro-rata basis for the relevant month or any unused portion of the Services. In such an event, You are required to contact Us for such requests. You will need to send an email request with reasons to wecare.sakhi@gmail.com Sakhi will address any such request on a case-by-case basis.

Indemnity and Warranty

Indemnity

You agree to defend, indemnify and hold harmless Sakhi and its subsidiaries, employees, officers and directors, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, injury, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) Your use of and access to the Service, including any data or content transmitted or received by You; (ii) Your violation of any term of this Agreement, including without limitation Your breach of any of the representations and warranties; (iii) Your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) Your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of Your User Content or any that is submitted via Your account; or (vi) any other party's access and use of the Service with Your credentials.

You are solely responsible for Your interactions with other Sakhi Users. Sakhi shall have no liability for Your interactions with other Users, or for any User's action or inaction.

Warranty

The service is provided on an "as is" and "as available" basis. Use of the Service is at your own risk. To the maximum extent permitted by applicable law, the Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from Sakhi or through the Service will create any warranty not expressly stated herein. Without limiting the foregoing, Sakhi, its subsidiaries, its affiliates, and its licensors do not warrant that the content is accurate, reliable or correct; that the service will meet your requirements; that the service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the service is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the service.

Sakhi does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third-party through the Sakhi Service or any hyperlinked website or

Service, and Sakhi will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall Sakhi, its affiliates, agents, directors, employees, suppliers or licensors be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, this Service. Under no circumstances will Sakhi be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or your Account or the information contained therein. To the maximum extent permitted by applicable law, Sakhi assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the Service; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third-party; (vi) any errors or omissions in any content or for any loss or damage or injury incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or (vii) User Content or the defamatory, offensive, or illegal conduct of any third-party. If any part of this limitation of liability is found to be invalid or unenforceable for any reason, then the aggregate liability of Sakhi (including its affiliates, agents, directors, employees, suppliers, or licensors) under such circumstance for liabilities that otherwise would have been limited, shall not exceed the total amount of money paid to Sakhi by such person for or in connection with the Services in the twelve (12) month period preceding this applicable claim.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if Sakhi has been advised of the possibility of such damage. The foregoing limitation of liability shall apply to the fullest extent permitted by law in India.

The Service is meant for Users ONLY in INDIA. You understand and agree that, while Services meet all applicable laws in India, the Service may not meet licensing or other regulatory requirements in other locations. You agree that those who access or use the Service from other jurisdictions will do so at their own volition and are entirely responsible for compliance with all applicable Indian and local laws and regulations, including but not limited to export and import regulations. You may NOT use the Service if You are NOT a resident of INDIA. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in India.

Governing Law and Dispute Resolution

You agree that: (i) Sakhi is meant ONLY for residents within INDIA. You are solely responsible for compliance with all applicable laws of the jurisdiction from which You are accessing the App and Service. We make no representation that the information contained herein is appropriate or available for use in other locations; (ii) The Courts in Bangalore, Karnataka shall have the exclusive jurisdiction in respect of any matter, claim or dispute arising out of or in any way relating to this Agreement between the Parties. This Agreement shall be governed by the internal substantive laws of India, without respect to its conflict of laws principles. You agree to submit to the personal jurisdiction of the courts located in Bengaluru, Karnataka for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of Our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights. Notwithstanding the foregoing, we reserve the right to bring legal proceedings in any jurisdiction where we believe a breach of this Agreement has originated

Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with Our obligations under these Agreement if the delay or failure arises from any cause which is beyond Our reasonable control.

Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by You, but may be assigned by Sakhi without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

Changes to the Agreement

Sakhi may, in its sole discretion, modify or update this Agreement from time-to-time, and therefore You should review this page periodically. When We change the Agreement in a material manner, We will update the 'last modified' date at the top of this page. Your continued use of the Service after any such change constitutes Your acceptance of the new terms. If You do not agree to any of these terms or any future terms, do not use or access (or continue to access) the Service.

Entire Agreement/Severability

This Agreement, together with any amendments, policies and any additional agreements You may enter into with Sakhi in connection with the Service, shall constitute the entire agreement between You and Sakhi concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

No Waiver

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Sakhi's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

Who can You contact for additional questions, comments or concerns?

If You have any questions, comments, or concerns about this Agreement or practices, please contact us at wecare.sakhi@gmail.com