

TERMS AND CONDITIONS

This agreement which constitute the Astrologers Terms and Conditions, is a legal agreement ("Agreement") between Astrologer ("You") and Vigya Vastu N Astrology Studio in connection with access and/or use the platform for providing on-line advice/services at all websites powered by Vigya Vastu N Astrology Studio, or owned by Ojas Softech Private Limited. The Sites are currently owned and operated by Ojas Softech Private Limited ("Vigya Vastu N Astrology Studio"). This Agreement sets forth and contains the terms and conditions between you i.e. the Astrologer and Vigya Vastu N Astrology Studio. 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. Vigya Vastu N Astrology Studio solely reserves the right to modify this Agreement any time to comply with law or provision of service or for any other reason solely at the discretion of Vigya Vastu N Astrology Studio. Vigya Vastu N Astrology Studio will take adequate steps to inform you for any important change in the Agreement. However, you are encouraged to check the terms of this Agreement frequently. While you continue to use this Platform, any modifications have been made to this Agreement, would certainly indicate your consent to such modified agreement. By accessing this portal, you agree to read and accept this agreement provided to you in electronic form.

1.0 IMPORTANT DEFINITIONS

1.1 ASTROLOGER

You are an "Astrologer" if you are selected/appointed/registered as Astrologer with the explicit purpose of providing your consultation to the visitors/users of the Vigya Vastu N Astrology Studio Platform and/or on partner Sites. Your Astrologer Registration/application Form is subject to approval of Vigya Vastu N Astrology Studio, once the same is accepted, your profile will be activated by Vigya Vastu N Astrology Studio. Rejection of a profile may occur due to incomplete forms/information, or due to lack of experience or incompetency or any other reason that may not have been specifically mentioned here. Any information found incorrect, misleading at any time/duration, your profile, at our sole discretion, shall be subject to rejection without any notice period and Vigya Vastu N Astrology Studio may take legal action for such misleading facts.

1.2 MEMBER OR USER OR CUSTOMER

A member or user or customer is one who has registered themselves or applied for availing services on the Vigya Vastu N Astrology Studio platform for advice or services from an Astrologer. A user may or may not be a paid member. Users can register to avail of free consultation.

1.3 WEBSITE OR PORTAL OR PLATFORM

Website or portal or platform means all websites/apps owned by Ojas Softech Private Limited including Vigya Vastu N Astrology Studio.com. Vigya Vastu N Astrology Studio.com provides various astrology services including "Ask A Question" service. Vigya Vastu N Astrology Studio.com also provides a platform wherein Astrologer and Users meet for Astrology services. Varta.Vigya Vastu N Astrology Studio.Com is one of such platform.

1.4 SERVICE

Service includes "Ask A Question" service, phone/call/chat advice service provided through various platforms of Vigya Vastu N Astrology Studio. In Vigya Vastu N Astrology Studio platform, a user registers himself for availing paid or free advice from registered/appointed Astrologers. This Platform allows users to select an Astrologer from various Astrologers registered therein and ask questions online through chat or voice service. This platform connects the Astrologer and User.

2.0 DUTIES TOWARD USER/MEMBER/CUSTOMER

2.1: You will provide true and accurate information Astrology qualifications, expertise, skills, degrees, background and will maintain and update all such information during the term of this Agreement to keep it true. You will not present misleading names/qualifications.

2.2: You will not perform/offer services/advice in any jurisdiction where you are not authorized or qualified or licensed or which is outside your expertise. You will not mislead Users to believe that you can provide such services which are outside your expertise or for which you are not licensed.

2.3: You will not advise any remedy, treatment, test, that requires an in-person physical examination of a User.

2.4: You will advise users that your advice can not be a substitute for the advice of a physician and that your advice is for informational purposes only and it cannot be substitute for it.

2.5: You will not provide any advice related to any matters like medical or legal which can be provided by only a qualified medical or legal expert.

2.6: You will not take any actions which may hamper, slow down, or manipulate the integrity of this portal/Site.

2.7: You will not transmit/communicate through the Site/portal any unlawful, bullying, defamatory, privacy violative, insulting, intimidating, derogatory, vulgar, indecent, racist, destructive or otherwise offensive/objectionable material of any kind.

2.8: You will not stalk, intimidate or harass any Astrologer or User or infringe upon or attempt to violate upon their privacy.

2.9: You will not violate any applicable local, national, or international law of any kind.

2.10 You will not attempt to contact the User for any sort of payment or fee.

2.11: You will not exchange any personal contact information with any User for any purpose, which may include making offline payment or in-personal meetings.

2.12: You will not attempt to take the act for providing offline/online advice with any user provided by this portal other than use of this portal.

2.13: You will not attempt to fraudulently increase talk/chat time with User which would result in a greater payment to you.

2.14: You will be agreed to all performance ratings and reviews given by the User after availing services from you. And agree to display such ratings/reviews on Vigya Vastu N Astrology Studio Platform to the public. You also understand that Vigya Vastu N Astrology Studio has nothing to do with such ratings/reviews. If Astrologer finds any review harsh, offensive, objectionable it may bring it to Vigya Vastu N Astrology Studio knowledge for moderation.

2.15: You will not advise on matters/games related to gambling.

3.0: ADDITIONAL TERM & CONDITIONS FOR 'ASK A QUESTION' SERVICE

All Terms & Conditions given in this agreement apply to Astrologer while answering or registering for providing "Ask A Question" Service. Below are additional Term & Conditions while answering "Ask A Question" Service

3.1: You agree that you will reply to every query with a maximum turnaround time of 6 hours.

3.2: You agree that you will adhere to the format of the model answer.

3.3: Your writing should be your own words and should be free from plagiarism.

3.4: You need to provide detailed invoices at the end of the payment cycle which must contain the number of leads served date wise.

3.5: Queries will be sent on all 7 days of a week. You should also be ready to work in weekend (Sat & Sun)

3.6: If you will not be able to work on any day, then you will have to inform us well in advance.

4.0 DUTIES TOWARD PORTAL/WEBSITE/PLATFORM

4.1: You understand that the service provided by you are exclusive to this Platform. Subject to term and conditions of this agreement, you grant an exclusive right and license of your services to be used in the platform. Anytime during the term of this agreement, if you found to be providing any similar service at any other platform, then Vigya Vastu N Astrology Studio at its sole discretion may reduce your agreed rate/fees or may terminate your services from the platform.

4.2: You will not indulge in any act which results in any intellectual property violation, spread of viruses, worms, malicious software, or any other illegal or immoral act.

4.3: Vigya Vastu N Astrology Studio Portal reserves the right in its sole discretion to review the activity & status of each account & block the account of an Astrologer.

4.4: You will receive alerts/SMS notifications including daily reminders from Vigya Vastu N Astrology Studio for provision of service.

4.5: You will abide by the payment/pricing guidelines.

4.6: You agree to a fair price policy, and will charge on par with their own, and other similar calling platforms. Vigya Vastu N Astrology Studio 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. Vigya Vastu N Astrology Studio 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. In the event that an astrologer repeatedly changes pricing so that is NOT the same as other platforms, or the astrologer's own website, reserves the right to disable the services of the astrologer without prior notice.

4.7: You will not share access to this platform with anyone else. You will not share the user id / password or any other credential with any other person.

4.8: You acknowledges that Vigya Vastu N Astrology Studio merely provides a platform wherein the You can meet the Users, i.e. customers/Members and therefore agrees that the Site/portal are being provided for use as is, and therefore, the Astrologer will not have any plea, claim, or demand vis a vis . Further, the use of and/or the Sites by the Astrologer is voluntary and completely at your sole and entire risk, without any warranty of merchantability, fitness for a particular purpose, non-infringement, compatibility etc.

4.9: The management will be at liberty to dispense with your services at any time without notice or payment of any compensation and without assigning any reasons whatsoever.

4.10: You understand that Vigya Vastu N Astrology Studio promotes the Astrologers profiles through various digital and social media platforms. Vigya Vastu N Astrology Studio shall have the right to use Astrologer profile picture, content, ratings, reviews and description for promotional and advertising purposes.

5.0 PREDICTIONS

5.1: Astrologer understand that this is an astrology platform and only astrology services are provided through this platform. Astrologer is responsible for all predictions/advice made by the Astrologer. Astrologer understand and agrees that he will not make any prediction which is unlawful/illegal or against any law. Astrologer must refrain from advising below mentioned list of prediction/advice, which is not exhaustive.

Predicting gender/sex of the unborn.

Predicting on any matter/game related to gambling.

Predicting on any matter which is illegal/unlawful.

Predicting on any matter which is beyond Astrologer's expertise.

Predicting on any matter for which astrologer is not qualified.

6.0 DISCLAIMER

6.1: Vigya Vastu N Astrology Studio is not responsible for any incorrect or inaccurate content posted on the Website or in connection with the Service, whether caused by users of the Website, Astrologer Service Providers or by any of the equipment or programming associated with or utilized in the Service.

6.2: Vigya Vastu N Astrology Studio assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of communications.

6.3: Vigya Vastu N Astrology Studio is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Website or combination thereof, including injury or damage to users and/or Astrologer or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service.

6.4: Under no circumstances will Vigya Vastu N Astrology Studio or any of its affiliates, advertisers, promoters or distribution partners be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Website or the Service, any Content posted on the Website or transmitted to Astrologer , or any interactions between users of the Website, whether online or offline.

6.5: The Website and the Service are provided "AS-IS" and Vigya Vastu N Astrology Studio Portal expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Vigya Vastu N Astrology Studio Portal cannot guarantee and does not promise any specific results from use of the Website and/or the Service.

6.6: Any information may be posted on the Vigya Vastu N Astrology Studio Portal for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice.

6.7: Vigya Vastu N Astrology Studio Portal makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Website.

6.8: If any user of the website has specific concerns or a situation arises in which he requires professional or medical advice, he should consult with an appropriately trained and qualified specialist.

7.0 PAYMENT OF FEES AND BILLING

7.1: Revenue received will be shared between Astrologer and Vigya Vastu N Astrology Studio at an agreed rate separately intimated to the Astrologer. Therefore, before making the payment to the Astrologer, Vigya Vastu N Astrology Studio 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.

7.2: You understand that Vigya Vastu N Astrology Studio may reduce/change the agreed Astrologer rate to promote the platform or to give discount offers to its customers or for any other reason, in its sole discretion, without informing the Astrologer. However, the changed rate will get displayed in the Platform against the respective name of the Astrologer.

7.3: Astrologer understands that no payment shall be made for any free minutes, discount, coupon, voucher, ticket offered to customer for promotional purpose.

7.4: You understand that Vigya Vastu N Astrology Studio shall be entitled to deduct monthly software maintenance charges i.e Rs. 999 each month from your share of overall revenue earned from Vigya Vastu N Astrology Studio. However, no deduction shall be made for a particular month in which your share of revenue does not exceed Rs. 10,000 in any month.

7.5: All payments to be made to Astrologers are after deduction of TDS as per Income Tax Act. 1961. Payments are to be made within 10 days of the following month in which revenue has accrued.

7.6: Vigya Vastu N Astrology Studio's billing system is not error-free, and shall not be liable for any problems, miscalculations or malfunctions in processing Astrologer Fees or other payments due to the Astrologer. Astrologers can inform of such mistakes within 48hours of discovery of such mistakes.

7.7: If for any reason the Member has paid but later charged back/cancelled such payment/order, 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 Vigya Vastu N Astrology Studio, and Vigya Vastu N Astrology Studio has the right to deduct this amount from the Astrologer's account or from the following payments to be made from Vigya Vastu N Astrology Studio to Astrologer.

7.8: Any Astrologer advice that is disputed, and remains unresolved, will be withheld for a reasonable amount of time till the problem is resolved. Vigya Vastu N Astrology Studio will have the final say with regards to disputes in this regard.

7.9: Astrologer agree and declare that if the customer is not satisfied with the services provided by you inclusive of wrong predictions being made or the service could not be rendered due to internet issue or other reasons, the Vigya Vastu N Astrology Studio may at its own discretion, refund all or partial amount to the customer, for which no payment is to be made to the Astrologer.

8.0 USERNAME AND PASSWORD

8.1: When you, the Astrologer, create and open an account with, 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.

8.2: 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 of any unauthorized use of your password, username, e-mail or any other breach of security.

8.3: Vigya Vastu N Astrology Studio encourages Astrologers to change their password at least once a month. Vigya Vastu N Astrology Studio 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 Vigya Vastu N Astrology Studio due to someone else's use of your account or password.

9.0 INTELLECTUAL PROPERTY

9.1: Vigya Vastu N Astrology Studio owns and retains all Intellectual Property Rights of the Vigya Vastu N Astrology Studios Portal and as explained above, retains a nonexclusive license to the contents added and uploaded by you on the site. The Vigya Vastu N Astrology Studio Portal contains the copyrighted material, trademarks, and other proprietary information. You shall not copy, publish, transmit, distribute, or sell any such proprietary information.

9.2: Opinions, statements, or content made available through the Service by Astrologer, are those of the Astrologer, and should not necessarily be relied upon. Such Astrologers are solely responsible for putting such content and not Vigya Vastu N Astrology Studio Portal and it does not guarantee accuracy, completeness or usefulness of such information. Vigya Vastu N Astrology Studio Portal does not endorse or accept responsibility for opinions, contents, and statements, comment made by Astrologer that appear on website. Under no circumstances will Vigya Vastu N Astrology Studio Portal or its affiliates be responsible for any loss or damage resulting due to the content posted/transmitted on the Website by any body as Vigya Vastu N Astrology Studio Portal does not authenticate,

investigate or does background check of the information which is uploaded on Vigya Vastu N Astrology Studios portal.

10.0 COPYRIGHT POLICY

10.1: Astrologer acknowledges that they will not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information of Vigya Vastu N Astrology Studio Portal without obtaining the prior written consent from Vigya Vastu N Astrology Studio.

10.2: All vested contingent and future intellectual property rights in Vigya Vastu N Astrology Studio Portal including but not limited to copyright, trademark, service marks, design rights (whether registered or unregistered), patents, knowhow, trade secrets, inventions, database rights and any applications for protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future shall remain with the Vigya Vastu N Astrology Studio .

11.0 LIMITATION ON LIABILITY AND INDEMNITY

11.1: Astrologer acknowledges that in no event shall Vigya Vastu N Astrology Studio Portal be liable for any damages whatsoever, whether direct, indirect, general, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of Astrologer or anyone else in connection with the use of the Vigya Vastu N Astrology Studio Portal., including without limitation, bodily injury, emotional distress, and/or any other damages resulting from communications or meetings with other registered Astrologer of this service or persons met through this service.

11.2: Astrologers agree to take reasonable precautions in all interactions with other members of the service, particularly if the user decides to meet offline or in person.

11.3: Astrologers should not provide your confidential information (for example, credit card or bank account information) to other members.

11.4: Provided that notwithstanding anything to the contrary contained herein, Vigya Vastu N Astrology Studio liability to Astrologer for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by Astrologer to Vigya Vastu N Astrology Studio Portal for the usage during the term of Agreement in force.

11.5: Astrologer acknowledges and agrees that Vigya Vastu N Astrology Studio 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 Vigya Vastu N Astrology Studio service and astrologer agrees to indemnify and hold Vigya Vastu N Astrology Studio harmless in connection with any such claim and any damages or expenses arising therefrom.

11.6: Astrologer undertake to defend, indemnify and hold harmless the Website and its affiliates, directors, employees and other officers against any claims, liabilities, actions, proceedings, demands, expenses etc made by a third party, including statutory authorities, which the Website may incur or suffer in connection with any proceeding arising out of.

i. The use of the platform by Astrologer.

- ii. Any unauthorised use and violation of the profile created and managed by Astrologer on the Website.
- iii. Any Prediction/advice given by Astrologer.
- iv. Any acts or omissions, negligence, misrepresentation, fraud and/or misconduct by Astrologer.

12.0 NON-DISCLOSURE CLAUSE

12.1: 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 Vigya Vastu N Astrology Studio.

12.2: Astrologer further agrees and consents to all conversations, chats or transcripts being captured in any format controlled, processed and shared by Vigya Vastu N Astrology Studio in terms of the Privacy Policy and as permissible by law.

12.3: The Astrologer however does warrant that any information shared by the member/User to the Astrologer will not be disclosed and will use his/her best efforts to guard member's privacy.

12.4: Astrologer will not share access to the astrologer management platform with anyone else. You will not disclose terms and conditions between Vigya Vastu N Astrology Studio and the Astrologer to a third party or to a member of Vigya Vastu N Astrology Studio. Any disclosure will be deemed to be a violation of confidentiality and can result in an Astrologer being asked to leave the platform.

12.5: You will not at any time disclose or divulge into any one in any form, documentary or otherwise any information or particulars or details of any trade or business or any other matters connected therewith or any trade secrets or processes which may come to your knowledge while you are working for the Company and you will always keep secret all information in respect of the Company.

13.0 JURISDICTION AND DISPUTE RESOLUTION

13.1: Any question or difference which may arise concerning the construction meaning or effect of this Agreement or concerning the rights and liabilities of the parties hereunder or any other matter arising out of or in connection with this Agreement shall be referred to a single arbitrator who shall conduct proceeding in Noida which shall be appointed by Vigya Vastu N Astrology Studio.

13.2: The decision of such arbitrators shall be final and binding upon the parties. The cost of proceedings shall be borne equally by the parties. Any reference under this clause shall be deemed to be a reference to arbitration within the meaning of the Arbitration Act 1996. The courts at Noida at Uttar Pradesh (India) shall have exclusive jurisdiction in all the matters arising out of Agreement. For the purpose of Jurisdiction this Agreement shall be deemed to be accepted by the Astrologer at Noida.