

## **YETEH TERMS AND CONDITIONS**

("Yeteh") is the author and publisher of the internet resource [www.yeteh.com](http://www.yeteh.com) and the mobile application 'Yeteh' (together, "Website"). Yeteh owns and operates the services provided through the Website. Also, Yeteh is a platform for travelers to login to upload their trips, share with others and can plan new trips and also can add live travel location.

By downloading or accessing the Website to use the Services, you irrevocably accept all the conditions stipulated in this Agreement, the [Registration Terms of Service](#) and [Privacy Policy](#), as available on the Website, and agree to abide by them. This Agreement supersedes all previous oral and written terms and conditions (if any) communicated to you relating to your use of the Website to avail the Services. By availing any Service, you signify your acceptance of the terms of this Agreement.

**BY USING THE LOGIN ID AND PASSWORD EACH TIME YOU ARE ACKNOWLEDGING THAT YOU HAVE READ THESE TERMS AND CONDITIONS AND ARE AGREEING TO THEM. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS OR USE THIS WEBSITE.**

**THIS IS NOT OUR PRIVACY NOTICE.**

**READ OUR [WEBSITE PRIVACY AND SECURITY POLICY](#).**

Yeteh may revise these terms and conditions at any time by updating this posting. Your continued access of and use of this website is deemed to be acceptance of all revisions to these terms and conditions. You should view the terms and conditions periodically because they are binding on you.

## **Definitions and Interpretation**

In this Agreement the following terms shall have the following meanings:

**“Content”** – means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;

**“Service”** – means collectively any services offline/online facilities, tools, services or information that yeteh makes available through the Website either now or in the future

**“System”** – means any online communications infrastructure that yeteh makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links

**“User” / “Users”** – means any third party that accesses the Website and is not employed by Yeteh.

**“Website”** – means the website that you are currently using and any sub-domains of this site unless expressly excluded by their own terms and conditions.

**“you” or “User”;** means -Otherwise a user of the Website. any person who is registered and under the Yeteh.

### **Terms for using the website & services:**

**The Agreement is published in compliance of, and is governed by the provisions of Indian law, including but not limited to:**

- i. **the Indian Contract Act, 1872,**
- ii. **the (Indian) Information Technology Act, 2000, and**

- iii. **the rules, regulations, guidelines and clarifications framed there under, including the (Indian) Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Information) Rules, 2011 (the "SPI Rules"), and the (Indian) Information Technology (Intermediaries Guidelines) Rules, 2011 (the "IG Rules")**

You will not use the Content of the Website for commercial purposes;

You will not systematically copy Content from the Website with a view to creating or compiling any form of comprehensive collection, compilation, directory or database unless given express written permission to do so by Yeteh.

These videos , photographs will be directly uploaded by the users and yeteh is not liable for the content and quality of the videos.

### **User Responsibilities and Guidelines**

Yeteh has established user responsibilities and guidelines for your benefit and security. Any users that violate these guidelines may be subject to termination of web use.

#### **Provide Accurate Information:**

User must provide true, accurate, current and complete information as requested on the site and other web pages requesting information.

User must agree to not misrepresent his/her identity.

This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable and the amended provisions pertaining to electronic records in various statutes as

amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of [www.yeteh.com](http://www.yeteh.com) website.

The domain name [www.yeteh.com](http://www.yeteh.com) (hereinafter referred to as "Website") is owned by Yeteh TravelTech Private Limited a company incorporated under the Companies Act, 1956.

Your use of the Website and services and tools are governed by the following terms and conditions ("Terms of Use") as applicable to the Website including the applicable policies which are incorporated herein by way of reference. If You transact on the Website, You shall be subject to the policies that are applicable to the Website for such transaction. By mere use of the Website, You shall be contracting with Yeteh and these terms and conditions including the policies constitute Your binding obligations, with Yeteh.

For the purpose of these Terms of Use, wherever the context so requires "You" or "User" shall mean any natural or legal person who has agreed to become a buyer on the Website by providing Registration Data while registering on the Website as Registered User using the computer systems. Yeteh allows the User to surf the Website or making travel plans after registering on the Website.

When You use any of the services provided by Us through the Website, including but not limited to, (e.g. Product Reviews, Seller Reviews), You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Use and shall be considered as part and parcel of this Terms of Use. We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time without any prior written notice to You. It is Your responsibility to review these Terms of Use periodically for updates / changes. Your continued

use of the Website following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Use, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF USE, SO PLEASE READ THE TERMS OF USE CAREFULLY BEFORE PROCEEDING. By impliedly or expressly accepting these Terms of Use, You also accept and agree to be bound by Yeteh Policies ((including but not limited to Privacy Policy available on /s/privacy policy) as amended from time to time.

### **Membership Eligibility:**

Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If you are a minor i.e. under the age of 18 years, you shall not register as a User of the Yeteh website and shall not transact on or use the website. As a minor if you wish to use or transact on website, such use or transaction may be made by your legal guardian or parents on the Website. Yeteh reserves the right to terminate your membership and / or refuse to provide you with access to the Website if it is brought to Yeteh's notice or if it is discovered that you are under the age of 18 years.

### **Your Account and Registration Obligations**

If You use the Website, You shall be responsible for maintaining the confidentiality of your Display Name and Password and You shall be

responsible for all activities that occur under your Display Name and Password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide You with access to the Website.

### **Communications**

When You use the Website or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with you by email or by such other mode of communication, electronic or otherwise.

### **Platform for Transaction and Communication**

The Website is a platform that Users utilise to meet and interact with one another for their transactions. Yeteh is not and cannot be a party to or control in any manner any transaction between the Website's Users.

### **Henceforward:**

1. All commercial/contractual terms are offered by and agreed to between travelers alone. Yeteh does not have any control or does not determine or advise or in any way involve itself in the offering or acceptance of such contractual terms between the travellers.

2. Yeteh accepts no liability for any errors or omissions, whether on behalf of itself or third parties.
3. Yeteh is not responsible for any non-performance or breach of any contract entered into between traveller. Yeteh cannot and does not guarantee that the concerned traveler will perform any transaction concluded on the Website. Yeteh shall not and is not required to mediate or resolve any dispute or disagreement between travellers.
4. Yeteh does not make any representation or warranty as to the item-specifics (such as legal title, creditworthiness, identity, etc) of any of its Users. You are advised to independently verify the bona fides of any particular User that You choose to deal with on the Website and use Your best judgment in that behalf.
5. At no time shall yeteh hold any right, title or interest over the information nor shall yeteh have any obligations or liabilities in respect of such contract entered into between travellers. Yeteh is not responsible for unsatisfactory or or damages or delays as a result of information share between travellers.
6. The Website is only a platform that can be utilised by Users to reach a larger base to share travel plans. Yeteh is only providing a platform for communication and it is agreed that the communication share between the travellers is a bipartite contract between them.
7. You release and indemnify yeteh and/or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions of the Users of the Website and

specifically waive any claims that you may have in this behalf under any applicable law. Notwithstanding its reasonable efforts in that behalf, yeteh cannot take responsibility or control the information provided by other Users which is made available on the Website. You may find other User's information to be offensive, harmful, inconsistent, inaccurate, or deceptive. Please use caution and practice safe interaction when using the Website.

Please note that there could be risks in dealing with underage persons or people acting under false pretence.

## **Charges**

Membership on the Website is free for users. Yeteh does not charge any fee for browsing and buying on the Website. Yeteh reserves the right to change its Fee Policy from time to time. In particular, yeteh may at its sole discretion introduce new services and modify some or all of the existing services offered on the Website.

In such an event yeteh reserves the right to introduce fees for the new services offered or amend/introduce fees for existing services, as the case may be. Changes to the Fee Policy shall be posted on the Website and such changes shall automatically become effective immediately after they are posted on the Website. Unless otherwise stated, all fees shall be quoted in Indian Rupees. You shall be solely responsible for compliance of all applicable laws including those in India for making payments to yeteh .



## Use of the Website

You agree, undertake and confirm that Your use of Website shall be strictly governed by the following binding principles:

1. You shall not host, display, upload, modify, publish, transmit, update or share any information which:

(a) belongs to another person and to which You does not have any right to;

(b) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

(c) is misleading in any way;

(d) is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;

(e) harasses or advocates harassment of another person;

(f) involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming";

(g) promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;

(h) infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];

(i) promotes an illegal or unauthorized copy of another person's copyrighted work (see "Copyright complaint" below for instructions on how to lodge a complaint about uploaded copyrighted material), such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

(j) contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);

(k) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;

(l) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

(m) contains video, photographs, or images of another person (with a minor or an adult).

(n) tries to gain unauthorized access or exceeds the scope of authorized access to the Website or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Website or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;

(o) engages in commercial activities and/or sales without Our prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Website. Throughout this Terms of Use, Yeteh's prior written consent means a communication coming from Yeteh's Legal Department, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization;

(p) solicits gambling or engages in any gambling activity which We, in Our sole discretion, believes is or could be construed as being illegal;

(q) interferes with another USER's use and enjoyment of the Website or any other individual's User and enjoyment of similar services;

(r) refers to any website or URL that, in Our sole discretion, contains material that is inappropriate for the Website or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.

(s) harm minors in any way;

(t) infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;

(u) violates any law for the time being in force;

(v) deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

(w) impersonate another person;

(x) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource; or contains any trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information;

(y) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

(z) shall not be false, inaccurate or misleading;

(aa) shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force

(ab) shall not create liability for Us or cause Us to lose (in whole or in part) the services of Our internet service provider ("ISPs") or other suppliers;

2. You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Website or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any

materials, documents or information through any means not purposely made available through the Website. We reserve Our right to bar any such activity.

3. You shall not attempt to gain unauthorized access to any portion or feature of the Website, or any other systems or networks connected to the Website or to any server, computer, network, or to any of the services offered on or through the Website, by hacking, password "mining" or any other illegitimate means.
4. You shall not probe, scan or test the vulnerability of the Website or any network connected to the Website nor breach the security or authentication measures on the Website or any network connected to the Website. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Website, or any other customer, including any account on the Website not owned by You, to its source, or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the Website
5. You shall not make any negative, denigrating or defamatory statement(s) or comment(s) about Us or the brand name or domain name used by Us including the terms yeteh or otherwise engage in any conduct or action that might tarnish the image or reputation, of yeteh or travelers on platform or otherwise tarnish or dilute any yeteh's trade or service marks, trade name and/or goodwill associated with such trade or service marks, trade name as may be owned or used by us. You agree that You will not take any action

that imposes an unreasonable or disproportionately large load on the infrastructure of the Website or yeteh's systems or networks, or any systems or networks connected to yeteh

6. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any transaction being conducted on the Website, or with any other person's use of the Website.
7. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Us on or through the Website or any service offered on or through the Website. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity.
8. You may not use the Website or any content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Yeteh and / or others.
9. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules thereunder as applicable and as amended from time to time and also all applicable Domestic laws, rules and regulations (including the provisions of any applicable Exchange Control Laws or Regulations in Force) and International Laws, Foreign Exchange Laws, Statutes, Ordinances and Regulations (including, but not limited to Sales Tax/VAT, Income Tax, Octroi, Service Tax, Central

Excise, Custom Duty, Local Levies) regarding Your use of Our service and Your listing, purchase, solicitation of offers to purchase, and sale of products or services. You shall not engage in any transaction in an item or service, which is prohibited by the provisions of any applicable law including exchange control laws or regulations for the time being in force.

10. Solely to enable Us to use the information You supply Us with, so that we are not violating any rights You might have in Your Information, You agree to grant Us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights You have in Your Information, in any media now known or not currently known, with respect to Your Information. We will only use Your information in accordance with the Terms of Use and Privacy Policy applicable to use of the Website.
11. From time to time, You shall be responsible for providing information relating to the products or services proposed to be sold by You. In this connection, You undertake that all such information shall be accurate in all respects. You shall not exaggerate or over emphasize the attributes of such products or services so as to mislead other Users in any manner.
12. You shall not engage in advertising to or solicitation of, other Users of the Website to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Website or related to us. You may not transmit any chain letters or unsolicited commercial or junk email to other Users via the Website. It shall be a violation of these Terms of Use to use any

information obtained from the Website in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to another person other than Us without Our prior explicit consent. In order to protect Our Users from such advertising or solicitation, We reserve the right to restrict the number of messages or emails which a user may send to other Users in any 24-hour period which We deems appropriate in its sole discretion. You understand that We have the right at all times to disclose any information (including the identity of the persons providing information or materials on the Website) as necessary to satisfy any law, regulation or valid governmental request. This may include, without limitation, disclosure of the information in connection with investigation of alleged illegal activity or solicitation of illegal activity or in response to a lawful court order or subpoena. In addition, We can (and You hereby expressly authorize Us to) disclose any information about You to law enforcement or other government officials, as we, in Our sole discretion, believe necessary or appropriate in connection with the investigation and/or resolution of possible crimes, especially those that may involve personal injury.

We reserve the right, but has no obligation, to monitor the materials posted on the Website. Yeteh shall have the right to remove or edit any content that in its sole discretion violates, or is alleged to violate, any applicable law or either the spirit or letter of these Terms of Use. Notwithstanding this right, **YOU REMAIN SOLELY RESPONSIBLE FOR THE CONTENT OF THE MATERIALS YOU POST ON THE WEBSITE AND IN YOUR PRIVATE MESSAGES.** Please be advised that such Content posted does not necessarily reflect Yeteh views. In no event shall yeteh assume or have any responsibility or liability for any Content posted or for any claims, damages or losses resulting from use of Content and/or appearance of Content on the Website. You hereby represent and warrant that You have all necessary rights in



and to all Content which You provide and all information it contains and that such Content shall not infringe any proprietary or other rights of third parties or contain any libellous, tortious, or otherwise unlawful information.

13. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Website, including payment and delivery of related products or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser. We shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Website.
  
14. It is possible that other users (including unauthorized users or "hackers") may post or transmit offensive or obscene materials on the Website and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to your use of the Website, and that the recipient may use such information to harass or injure You. We does not approve of such unauthorized uses, but by using the Website You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Website. Please carefully select the type of information that You publicly disclose or share with others on the Website.

15. Yeteh shall have all the rights to take necessary action and claim damages that may occur due to your involvement/participation in any way on your own or through group/s of people, intentionally or unintentionally in DoS/DDoS (Distributed Denial of Services).

### **Contents Posted on Site**

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music and artwork (collectively, "Content"), is a third party user generated content and Yeteh has no control over such third party user generated content as yeteh is merely an intermediary for the purposes of this Terms of Use.

Except as expressly provided in these Terms of Use, no part of the Website and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Website or other medium for publication or distribution or for any commercial enterprise, without Yeteh's express prior written consent.

You may use information on the products and services purposely made available on the Website for downloading, provided that You (1) do not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) do not make any additional representations or warranties relating to such documents.

You shall be responsible for any notes, messages, emails, billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted to the Website (collectively, "Content"). Such Content will become Our property and You grant Us the worldwide, perpetual and transferable rights in

such Content. We shall be entitled to, consistent with Our Privacy Policy as adopted in accordance with applicable law, use the Content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include the Content You provide. You agree that any Content You post may be used by us, consistent with Our Privacy Policy and Rules of Conduct on Site as mentioned herein, and You are not entitled to any payment or other compensation for such use.

## **Privacy**

We view protection of Your privacy as a very important principle. We understand clearly that You and Your Personal Information is one of Our most important assets. We store and process Your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules there under. Our current Privacy Policy is available at </s/privacy policy>. If You object to Your Information being transferred or used in this way please do not use Website.

We and our affiliates will share / sell / transfer / license / covey some or all of your personal information with another business entity should we (or our assets) plan to merge with or are acquired by that business entity, or re-organization, amalgamation, restructuring of business or for any other reason whatsoever. Should such a transaction or situation occur, the other business entity or the new combined entity will be required to follow the privacy policy with respect to your personal information. Once you provide your information to us, you provide such information to us and our affiliate and we and our affiliate may use such information to

provide you various services with respect to your transaction whether such transaction are conducted on [www.Yeteh.com](http://www.Yeteh.com) or with third party merchant's or third party merchant's website.

### **Disclaimer of Warranties and Liability**

This Website, all the materials and products (including but not limited to software) and services, included on or otherwise made available to You through this site are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing. Without prejudice to the forgoing paragraph, yeteh does not warrant that:

- This Website will be constantly available, or available at all; or
- The information on this Website is complete, true, accurate or non-misleading.

Yeteh will not be liable to You in any way or in relation to the Contents of, or use of, or otherwise in connection with, the Website. Yeteh does not warrant that this site; information, Content, materials, product (including software) or services included on or otherwise made available to You through the Website; their servers; or electronic communication sent from Us are free of viruses or other harmful components.

You will be required to enter a valid phone number while placing an order on the Website. By registering Your phone number with us, You consent to be contacted by Us via phone calls and/or SMS notifications, in case of any order or shipment or delivery related updates. We will not use your personal information to initiate any promotional phone calls or SMS.

User must agree to keep registration and email address up to date and accurate if user elects to receive documents electronically.

**Take Adequate Security Measures**

User agrees to maintain the confidentiality of user's name and password.

User is fully responsible for all activities that occurs using user's name, password or account.

### **Unauthorized Access and Use**

User must immediately report any unauthorized use of the password and agree not to share the password, account or any breach of security with any unauthorized individuals.

Yeteh is not liable for any loss that may incur as a result of a third party using user's password or account, either with or without user's knowledge.

### **Content Ownership and Copyright**

The contents listed on the Website are (i) User generated content, or (ii) belong to Yeteh. The information that is collected by Yeteh directly or indirectly from the End- Users and the Practitioners shall belong to Yeteh. Copying of the copyrighted content published by Yeteh on the Website for any commercial purpose or for the purpose of earning profit will be a violation of copyright and Yeteh reserves its rights under applicable law accordingly.

### **Patent**

One or more patents apply to the website and to the features and services accessible via the website, including without limitation. Copying

of the process or reproducing the same process on any other platform shall be violation of IP rights and Yeteh reserves the rights under applicable law.

Yeteh authorizes the User to view and access the content available on or from the Website solely for ordering, receiving, delivering and communicating only as per this Agreement. The contents of the Website, information, text, graphics, images, logos, button icons, software code, design, and the collection, arrangement and assembly of content on the Website (collectively, "**Yeteh Content**"), are the property of Yeteh and are protected under copyright, trademark Patent and other laws. User shall not modify the Yeteh Content or reproduce, display, publicly perform, distribute, or otherwise use the Yeteh Content in any way for any public or commercial purpose or for personal gain.

User shall not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

### **Trademarks**

You are prohibited from using any of the marks or logos appearing throughout the Site without permission from the trademark owner, except as permitted by applicable law.

### **Membership Eligibility**

Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If you are a minor i.e. under the age of 18 years, you shall not register as a User of the website and shall not transact on or use the website. As a minor if you wish to use or transact on website, such use or transaction may be made by your legal guardian or parents on the Website. Yeteh reserves the right to terminate your membership and / or refuse to provide you with access to the Website if it is brought

to Yeteh's notice or if it is discovered that you are under the age of 18 years

### **Third Party Intellectual Property**

Where expressly indicated, certain Content and the Intellectual Property Rights subsisting therein belongs to other parties. This Content, unless expressly stated to be so, is not covered by any permission granted by these Terms and Conditions to use Content from the Website. Any such Content will be accompanied by a notice providing the contact details of the owner and any separate use policy that may be relevant.

### **NON-ASSIGNMENT OF RIGHTS**

Your rights of whatever nature cannot be assigned nor transferred to anybody, and any such attempt may result in termination of this Agreement, without liability to us. However, we may assign this Agreement to any person at any time without notice.

### **Correction of Errors and Inaccuracies.**

The Content may contain typographical errors or other errors or inaccuracies and may not be complete or current. Yeteh therefore reserves the right to correct any errors, inaccuracies, or omissions and to change or update the Content at any time without prior notice. Yeteh does not, however, guarantee that any errors, inaccuracies, or omissions will be corrected.

### **Your Account and Registration Obligations**

If You use the Website, You shall be responsible for maintaining the confidentiality of your Display Name and Password and You shall be responsible for all activities that occur under your Display Name and

Password. You agree that if You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the this Terms of Use, We shall have the right to indefinitely suspend or terminate or block access of your membership on the Website and refuse to provide You with access to the Website.

### **Links to Other Websites**

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Yeteh or that of our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them

### **Platform for Transaction and Communication**

The Website is a platform that Users utilize to meet and interact with one another for their transactions. Yeteh is not and cannot be a party to or control in any manner any transaction between the Website's Users.

### **Use of Communications Facilities**

When using the comments system and / or any other System on the Website you should do so in accordance with the following rules:

You must not use obscene or vulgar language;

You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;



No Content that is intended to promote or incite violence;

It is advised that posts on the comments system and communications with yeteh are made using English language(s) as we may be unable to respond to enquiries submitted in any other languages;

You must not post links to other websites containing any of the above types of Content;

The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;

You must not engage in any form of commercial advertising. This does not prohibit references to businesses for non-promotional purposes including references where advertising may be incidental;

You must not impersonate other people, particularly employees and representatives of Yeteh or our affiliates; and

You must not use our System for unauthorised mass-communication such as "spam" or "junk mail".

You acknowledge that yeteh reserves the right to monitor any and all communications made to us or using our System.

You acknowledge that yeteh may retain copies of any and all communications made to us or using our System.

You acknowledge that any information you send to us through our System or post on the comments system may be modified by us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon our use of such information must be communicated to us in advance and we reserve the right to reject such terms and associated information.

In order to use the comments system and any other communication facility that may be added in the future on this Website, you are required

to submit certain personal details. By continuing to use this Website you represent and warrant that:

## **Privacy**

Use of the Website is also governed by Privacy Policy (please click here to view).

## **Disclaimers**

Yeteh makes no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, or that it will be secure.

Whilst every reasonable endeavour has been made to ensure that all information provided on this Website will be accurate and up to date, Yeteh makes no warranty or representation that this is the case. We make no guarantee of any specific results from the use of our services.

No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

Whilst every effort has been made to ensure that all descriptions of services available from correspond to the actual services available, Yeteh is not responsible for any variations from these descriptions.

Whilst Yeteh uses reasonable endeavors to ensure that the Website is secure and free of errors, viruses and other malware, all Users are advised to take responsibility for their own security, that of their personal details and their computers.

## **Availability of the Website and Modifications**

The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

Yeteh accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

Yeteh reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, the products and/or services available. These Terms and Conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

## **Profanity Policy**

Yeteh prohibits the use of language that is racist, hateful, sexual or obscene in nature in a public area.

Please report any violations of this policy to the correct area for review:

Report offensive Display Names

Report offensive language in a listing or otherwise

If a feedback comment; or any communication made between Users on the Website; or email communication between Users in relation to transactions conducted on Website contain profanity, please review Our feedback removal policy and submit a request for action/removal.

Disciplinary action may result in the indefinite suspension of a User's account, temporary suspension, or a formal warning.

Yeteh will consider the circumstances of an alleged policy violation and the user's trading records before taking action.

Violations of this policy may result in a range of actions, including:

- Limits placed on account privileges;

- Loss of special status;

- Account suspension.

### **Limitation of Liability**

To the maximum extent permitted by law, accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.

Whilst every effort has been made to ensure that these Terms and Conditions adhere strictly with the relevant provisions of the law, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

### **Downloading Files**

**Yeteh** cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files, or programs.

### **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

### **Communications**

All notices / communications shall be sent to us either by post to our Premises (see address above) or by email to [info@yeteh.com](mailto:info@yeteh.com).

Yeteh may from time to time send you information about our products and/or services. If you do not wish to receive such information, please click on the unsubscribe information presented in each email.

### **Obligation and policies for users:**

Any information you submit is accurate and truthful; and You will keep this information accurate and up-to-date.

### **Terms for user:**

You as a user there by represent and warrant that you will use the Services in accordance with applicable law. Any contravention of applicable law as a result of your use of these Services is your sole responsibility, and Yeteh accepts no liability for the same.

Yeteh, directly and indirectly, collects information regarding the 'user' profiles, contact details, and practice. Yeteh reserves the right to take down any users profile as well as the right to display the profile of the user, with or without notice to the concerned user. This information is collected for the purpose of facilitating interaction with the End-Users and other Users. If any information displayed on the Website in connection with you and your profile is found to be incorrect, you are required to inform Yeteh immediately to enable Yeteh to make the necessary amendments.

Yeteh shall not be liable and responsible for the ranking of the user on external websites and search engines

Yeteh shall not be responsible or liable in any manner to the Users for any losses, damage, injuries or expenses incurred by the Users as a result of any disclosures or publications made by Yeteh, where the User has expressly or implicitly consented to the making of disclosures or publications by Yeteh. If the User had revoked such consent under the terms of the Privacy Policy, then Yeteh shall not be responsible or liable in any manner to the User for any losses, damage, injuries or expenses incurred by the User as a result of any disclosures made by Yeteh prior to its actual receipt of such revocation.

Yeteh reserves the right to moderate the suggestions made by the user through feedback and the right to remove any abusive or inappropriate or promotional content added on the Website. However, Yeteh shall not be liable if any inactive, inaccurate, fraudulent, or non-existent profiles of user are added to the Website.

Yeteh explicitly agree that Yeteh reserves the right to publish the Content provided by user to a third party including content platforms.

The user shall at all times ensure that all the applicable laws that govern the user and shall be followed and utmost care shall be taken .

### **Profile Ownership AND Editing Rights**

Yeteh ensures easy access to the user by providing a tool to update your profile information. Yeteh reserves the right of ownership of all the Practitioner's profile and photographs and to moderate the changes or updates requested by user. However, Yeteh takes the independent decision whether to publish or reject the requests submitted for the respective changes or updates. You hereby represent and warrant that you are fully entitled under law to upload all content uploaded by you as part of your profile or otherwise while using Yeteh's services, and that no such content breaches any third party rights, including intellectual property rights. Upon becoming aware of a breach of the foregoing

representation, Yeteh may modify or delete parts of your profile information at its sole discretion with or without notice to you.

### **Indemnification**

You understand and agree that you are personally responsible for your behavior on the Site. You agree to indemnify, defend, and hold harmless Yeteh, its parent companies, subsidiaries, affiliated companies, joint ventures, business partners, licensors, employees, agents, and any third-party information providers to the Service from and against all claims, losses, expenses, damages, and costs (including, but not limited to, direct, incidental, consequential, exemplary, and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Site, the Service, or the Content, or any violation by you of this Agreement

***By clicking the submit button, the Member acknowledges that the Member has read and understands the above terms and conditions and agrees to abide by them.***