



These Terms apply to the Astrologer who signs up to become an Astrologer Advisor ("Astrologer") on the Astromedik platform. When you sign up as an Astrologer, you are entering into a direct agreement with Astromedik by indicating your acceptance after clicking on the "I AGREE" button, which signifies that the Astrologer has carefully read the Terms of Service and is bound by them once the selection as an Astrologer Advisor is completed with Astromedik.

Astromedik ("us," "We," or "Astromedik," which also includes its affiliates) is the author and publisher of the internet resource Astromedik.com owns and operates the services provided through the Website.

1. NATURE AND APPLICABILITY OF THE TERMS

a. The terms include the present Service Terms and Conditions and the Privacy Policy, and both together constitute legal Terms ("Terms") between Astrologer and Astromedik.

b. Definition of Astrologer

You are considered an "Astrologer" if you have represented that you have a recognized Degree/Diploma/Certificate in the category you are registered as an astrologer and register to be an Astrologer with the explicit purpose of providing your consultation to the visitors of the Astromedik's Platform. After approval by Astromedik, your profile will be activated. Rejection of a profile may occur due to incomplete forms, a particular category or subcategory being closed for registration at a particular time, or any other reason not specifically mentioned here. The rejection does not imply a rejection of the Astrologer and his or her qualifications. Astrologer is liable for the authenticity of the degree/diploma or certificate submitted; registration can be terminated by Astromedik if any information is found to be wrong or misleading.

c. Astromedik reserves the right to update, change, modify, add, or remove the present Terms. Any changes will be communicated to you via Email, Website Notification, Application, or other Messaging Services. Your continued use of the Website signifies your acceptance of the changed terms and conditions.

The present terms, along with any changes, communicated to the Astrologer in any form, are binding on both parties.

After signing up with Astromedik, the following terms shall apply:

- Astrologers are required to upload a recent profile picture as a specific identity. Once uploaded, the Profile Picture cannot be changed without raising a request to Astromedik. Astrologers are prohibited from using the same profile picture uploaded on Astromedik on any other platform or website over the internet during the existence of the present Terms. Violation of this clause will result in the deactivation of the profile without any warning and a fine of Rs. 51000 by the Compliance team at Astromedik. By creating a profile on Astromedik, the astrologer automatically grants Astromedik an exclusive, royalty-free, perpetual, irrevocable, worldwide license to use, reproduce, modify, adapt, publish, translate, create derivative works, distribute, perform, transmit, and display any parts of the profile, including but not limited to

profile picture, rating, and reviews. This license also includes the right to incorporate it into other works in any form, media, or technology now known or later developed, to display the profile online and offline, and to use it in marketing, promotional, or branding activities on any medium such as the internet, print, television, etc. The license also allows for displaying portions of the content online or offline and permitting others (contractors, vendors, partners, etc.) to do the same.

ii. The astrologer is not allowed to disclose your personal identity on the profile. Each astrologer will be given a specific display name associated with the profile picture uploaded by them. The display name used at Astromedik cannot be changed without requesting permission from Astromedik. Astrologers are not allowed to use the same display name on any other platform or website on the internet.

iii. Astrologers are not allowed to publicize their work carried out while providing services using the display name and profile picture at Astromedik without seeking prior written permission from Astromedik.

iv. Astrologers agree that they shall not use the exact same display name and profile picture for a period of 5 years from the date of termination of the contract or the end of their relationship with Astromedik.

v. Astrologers are prohibited from disclosing your real name, full name, alias name, or any other personal information such as social media details or contact details to any customer assigned to them for consultation. Astrologers shall only use the display name provided by Astromedik for any communication taking place on the platform, including phone consultations, reviews, comments, etc. Violation of this clause will result in the deactivation of the profile without any warning and a fine of Rs. 21000 imposed by the Compliance team at Astromedik, along with the removal of the green tick from the profile.

vi. Astrologers declare that any information provided by them to Astromedik and uploaded on the website is true and correct to the best of their knowledge and belief. It is agreed that if any information provided is found to be untrue or wrong, a penalty of Rs. 51,000 shall be imposed and the profile will be deactivated immediately without any notice.

Certainly! Here's a revised version of the text:

f. By signing up with Astromedik, the Astrologer agrees not to provide similar services on any competitor platform on the internet. They are also prohibited from using a disguised or alias name to deliver services similar to those being offered at Astromedik. The Astrologer also agrees not to use their Astromedik display name and profile picture on personal social media accounts, websites, or anywhere else on the internet. Violation of this clause will result in the deactivation of the Astrologer's profile without any prior warning and may also incur a fine.

g. By signing up with Astromedik, the Astrologer agrees not to establish a similar platform for a period of 5 years after ending their association with Astromedik. They are not allowed to use the Astromedik tag to attract customers. However, after ending all relations with Astromedik, the



Astrologer may choose to work with a similar platform as long as they do not use the same display name, profile picture, or specific features as detailed in this clause.

h. After due verification, the Astrologer's profile will be created on Astromedik. Upon the termination of the present terms, Astromedik has the right to display the Astrologer's profile on their platform for up to 3 years, provided the profile has not been deactivated or removed for violating the terms and conditions.

i. An astrologer is prohibited from resigning within the first three months of employment (the "Probation Period") to allow the company to recover onboarding and training expenses. If the astrologer resigns during the Probation Period, they will be liable to pay a tentative amount to cover recruitment, onboarding, training, and other administrative expenses. After the Probation Period, if an astrologer wishes to resign, they must provide one month's notice. Failure to serve the notice period will result in a penalty.

Please remember the following text:

Limitation of Liability

Please take note of the following terms and obligations:

1. Liability Limitations:

The astrologer acknowledges and agrees that Astromedik, its affiliates, and their officers, directors, shareholders, employees, subcontractors, and agents are not liable for any direct, indirect, incidental, consequential, special, punitive, or exemplary damages. This includes but is not limited to loss of business, revenue, profits, use, data, or other economic advantages. The astrologer also understands and agrees that Astromedik disclaims any liability with respect to any claim, suit, or action brought by an astrologer in connection with payment for services by the user. The astrologer agrees to indemnify, defend, and hold Astromedik harmless in connection with any such claim made against the astrologer. These limitations and exclusions apply regardless of whether the cause of action arises in contract, in tort, or otherwise, notwithstanding the failure of the essential purpose of any remedy or negligence.

If applicable law does not allow the limitation of liability as set forth above, the limitation will be modified to comply with applicable law, and the maximum liability to Astromedik will be capped at \$10 or Rs. 500, whichever is higher. This limitation of liability section shall survive the termination or expiration of this Agreement.

2. Obligations and Performance:

Astrologer Affirmation:

The astrologer warrants that when providing astrologer services to any user of Astromedik, they shall do so after exercising a reasonable standard of care or standard of care mandated by their profession, whichever is higher.

The astrologer agrees that they:

- i. Are at least 18 years of age or an entity recognized by law, and they are authorized to submit an astrologer registration form, or that they are authorized to represent the person (which may include a legal entity) who is submitting an astrologer registration form, and that they are authorized to sign the astrologer registration form on behalf of themselves or on behalf of the person that they represent and bind him or her.
- ii. Will provide a true, correct, and accurate representation of skills, degrees, qualifications, background, and other such information and will maintain and update all such information during the term of this agreement to keep it true, accurate, current, and complete.
- iii. Will maintain such skills, qualifications, and other information, including maintaining their status in good standing as a licensed professional in any jurisdiction as may be required by that jurisdiction where astrologers practice their profession.
- iv. Will not perform services or offer advice in any jurisdiction where the astrologer is not authorized or licensed or in good standing to do so.

Please be aware of the following:

1. I will not diagnose, treat, test, recommend a course of treatment, or provide services that require an in-person physical examination of a user.
2. I will advise users that my advice is not a substitute for the advice of a physician after a physical examination and that my advice is for informational purposes only.
3. I will be solely responsible for any prohibited services, including Puja, Spells, and Remedies. Under no circumstances will the platform, its affiliates, and their respective officers, directors, shareholders, employees, sub-contractors, and agents be liable for these services done by me.

Conduct guidelines:

TERMS OF SERVICE AGREEMENT

1. I agree to treat all customers in a friendly manner. The use of any rude language, making threats, etc. will result in the deactivation of my profile on the platform for a minimum period of three (3) days and will incur a penalty of Rs. 5100/- for reactivation.
2. I will maintain proper decorum and respond to all customer inquiries in a respectful manner. I agree not to upload or share any personal information provided by the customer. Any complaint received in such a scenario will lead to the deactivation of my profile without any warning.
3. I agree not to upload, post, email, transmit, or make available any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of privacy, hateful, or racially, ethnically, or otherwise objectionable on/through the platform.

4. I will maintain decorum while replying to any comment or review posted on the platform, including any customer feedback. I will not disclose any personal or confidential information of the customer without their consent.

5. I agree not to engage in any activity that may harm the reputation and interests of the platform, including but not limited to posting negative reviews on any social platform, disclosing the company's policies, or making defamatory comments about the Company, its employees, officers, directors, or affiliates. I also agree not to encourage others to do the same. Any violation of this clause will result in a penalty of Rs. 51,000/- INR and temporary deactivation of the account. The compliance team will review the case and evidence for reactivation. If found guilty, the profile will be permanently deactivated.

Certainly! Here's the revised version of the text:

vi. The astrologer agrees not to promote any other platform or competitors providing similar services to Astromedik while using the Astromedik platform. Any violation shall attract a penalty of Rs. 51,000/- INR. Furthermore, the Green Tick shall be immediately removed upon violation, and the account shall be temporarily deactivated. For re-activation, the compliance team shall audit all the chats and calls between the customer(s) and the Astrologer Advisor, and if found guilty, the profile shall be permanently deactivated.

vii. The astrologer agrees not to share sensitive/personal data from consultations with any user/consultant/internal members of the Astromedik platform, unless approved by the concerned team. Any violation shall attract a penalty of Rs. 51,000/-. Additionally, the Green tick shall be promptly removed upon violation, and the account shall be temporarily deactivated.

viii. The astrologer is not allowed to share internal policies and information about Astromedik services, as well as details of their contract/earnings from Astromedik with any user/consultant/internal members of the platform, unless approved by the concerned team, or with any other member of the general public who may or may not be associated with Astromedik. However, the astrologer may share the details of their earnings with immediate family members such as spouse, parents, children, and personal tax consultants, lawyers, income tax practitioners, GST practitioners, or any government authority. Astromedik strictly follows zero-tolerance policies, and in case of any violations or misconduct, a penalty of Rs. 51,000/- will be charged to the consultant. Additionally, the Green tick shall be removed immediately upon violation, and the account shall be temporarily deactivated.

ix. The astrologer agrees to treat the customers and employees of Astromedik with dignity and respect. Any act of misbehavior, usage of foul or unparliamentary language, etc. with customers and employees shall immediately attract a penalty of Rs. 51,000/- INR. Furthermore, the Green Tick shall be removed immediately upon violation, and the account shall be temporarily deactivated. For re-activation, the compliance team shall review the case and evidence, and if found guilty, the profile shall be permanently deactivated.

1. The astrologer must handle promotional calls with the same level of enthusiasm and respect as any other paid call. Using foul language, intentionally wasting time, demeaning customers, or having more than 10 unsatisfactory sessions will result in a penalty of Rs. 5100/-. Subsequent violations may lead to repeated penalties or profile deactivation for a period ranging from 3 days to 3 years, based on the severity, as determined by Astromedik.

2. Personal Information:

a. Astrologers must not disclose personal information of themselves, friends, family, or anyone else to customers. This includes contact numbers, bank account details, emails, websites, blogs, and social media profiles (e.g., Facebook, WeChat, WhatsApp, Telegram, Messenger, SMS, etc.). Violating this rule will result in a penalty of Rs. 51,000/- INR and immediate removal of the "Green Tick," with temporary deactivation of the account.

Please be aware of the following guidelines:

iii. As an astrologer on Astromedik, you are not allowed to request customers to deposit any amount into your personal account for services provided through Astromedik. If you attempt to communicate with a customer outside the Astromedik platform, whether online or offline, or engage in any conversations with a customer who you acquired through Astromedik, you will be subject to a penalty of Rs. 51000/-. Additionally, you will be required to pay the entire amount earned from that customer offline, as estimated by the company. Furthermore, you may face an additional penalty equivalent to the highest monthly revenue earned through Astromedik in the prior 12 months. Your profile's green tick will be revoked, and its reactivation will be at the discretion of Astromedik upon payment of Rs. 51000/-.

iv. Misuse of information or indirect sharing of personal information with the customer will result in a penalty of Rs. 51,000/- INR. The green tick will be immediately removed, and the account will be temporarily deactivated in case of violation.

v. To reactivate the account, the compliance team will review all chats and calls between the astrologer and the customer. If the astrologer is found guilty, the profile will be permanently deactivated.

d. Time commitment:

i. Astrologers are required to spend a minimum of 8 (eight) hours online on the website to enhance their credibility among regular users and customers. The average of four online hours per day will be calculated on a weekly basis by accumulating the time spent on the platform in one week.ii. In case the number of online hours spent on the website is less than 4 on a daily basis, the Astromedik verified Green Badge can be removed from your profile.

iii. Online hours stand for the total number of hours the astrologer marked himself/herself available for chat and/or call including the time devoted to live streaming on Astromedik.

ii. Astrologers are strictly prohibited from using the website to promote their personal products with the intention of gaining financially through recommending and selling products not specifically listed on the website.

To ensure compliance, astrologers may have their services verified to be listed on Astromedik.

iii. Listing products on Astromedik does not mean that astrologers can force customers to buy their services exclusively. While suggesting a particular service is allowed, imposing it on the customer (such as by showing negative effects or making threats) violates the terms and conditions.

iv. If an astrologer violates Clause 2(e)(i), Astromedik will issue a written and verbal warning along with a penalty of Rs. 21,000/- INR to avoid de-activation of the profile.

v. If an astrologer is found violating Clause 2(e)(ii) or if complaints are received regarding such violation, the Compliance Team of Astromedik will flag the profile. If found guilty, the payment made for such consultation will be refunded, and a penalty of Rs. 500/- INR for each violation will be imposed.

vi. Astrologers are expected to fulfill all aspects of the committed service to the customer. Failure to provide authentic proof of service will result in a fine of Rs. 21,000/- and/or banning from Astromedik.

Certainly, here is the revised text:

vii. Astrologers are not allowed to make commitments beyond their capabilities. They should not assure results that are not within their control. Promising 100% results is also included in this prohibition. Any violation of this clause will result in the deactivation of the astrologer's profile and a penalty of Rs. 21000/-

f. Prohibition on Direct Contact:

i. Astrologers are prohibited from obtaining the contact information of any customer seeking advice and using it to personally solicit the customer for personal gain.

ii. Astrologers agree to instruct customers contacted through Astromedik to channel all inquiries through the portal and to refrain from sharing their personal details during chat/call conversations.

Please note the following terms and conditions:

iii. If an astrologer wants to refer a customer to another astrologer on the Astromedik platform, they are only allowed to do so by sharing their Astromedik Name and not through any other means, including, but not limited to, phone number, address, email address, website, or social media profiles such as Facebook or Instagram.

iv. The astrologer agrees not to use any personal information shared by the customer during the consultation/contact through Astromedik. If the astrologer receives personal information, including the customer's contact details, they agree not to approach the customer directly without informing Astromedik. Violation of this clause will lead to immediate deactivation of the astrologer's profile with a penalty of Rs 21,000 for each violation.

g. Pure Astrology Services:

i. Astromedik does not promote or encourage superstitions such as Tantra, Black Magic, Totke, or Vashikaran. Astrologers are advised to provide simpler remedies to customers seeking advice. Any advice directly related to any danger to life, whether it pertains to animals or human beings, will be viewed as a serious violation of the terms and conditions.

ii. Violation of clause 2(g)(i) will result in a penalty of Rs 21,000 without warning, and the astrologer's profile will be banned or removed from the website. Paying the penalty may allow for the reactivation of the profile, depending on the severity of the violation.

It is important for astrologers offering services through Astromedik to adhere to certain guidelines and rules. Firstly, astrologers must treat other astrologers listed on the website with respect and refrain from defaming or humiliating them. Any violation of this rule will result in a penalty of Rs. 11,000.

Furthermore, when offering or selling services through Astromedik, astrologers must strictly follow the rules and guidelines without any deviation. Failure to comply may lead to fines and, in serious cases, termination from Astromedik.

Additionally, if a user seeks services such as Pooja, Spell, Astrology Course, or any other service offered by Astromedik, all communication regarding these services should be conducted through the designated chat and call platforms provided by Astromedik. Connecting with the user through any other medium, including paid calls/chats or assistant chats, will result in a penalty of INR 21000, along with forfeiture of any earnings from that order.

iii. If an astrologer does not respond to the messages or inquiries from Astromedik users within 24 hours of their orders being sold, the astrologer will be liable to a penalty of INR 5100/-. Communication with the user must be done via the Chat and Call medium specifically provided by Astromedik. Multiple breaches of this condition could lead to the blocking or delisting of the astrologer from Astromedik.

iv. Astrologers are expected to offer and sell simple services through Astromedik. Any services not directly related to the user are prohibited. Services involving black magic, tantra, totka, vashikaran, or that are expected to have an adverse impact on the user or any other person are strictly prohibited.

v. Violation of 2(h)(iv) will result in a fine of INR 21000/- along with the forfeiture of any earnings made by the astrologer through Astromedik in the last 6 months, and/or termination of the astrologer's profile from Astromedik.

vi. Astrologers are expected to deliver the same service as prescribed and promised to the user, and not prohibited on our platform. If an astrologer is found delivering different services such as Puja, Spells, etc. under the pretext of something else, it is a gross violation of the Terms & Conditions and may lead to penalties under 2(h)(iv), along with forfeiture of any earnings made by the astrologer through Astromedik.

Please make sure to remember the following guidelines:

i. Misuse of Credentials provided by Astromedik:

i. Astrologers are not allowed to share the credentials received through Astromedik, including Astromedik/AstroQ credentials, with anyone else. The system tracks the IP address of the astrologer while using the website, and if a violation is detected, a penalty of 21000 will be imposed, and the profile will be deactivated.

ii. Astrologers are prohibited from sharing their personal account details registered with Astromedik with anyone else. They are also not allowed to provide consultations to customers by impersonating someone else. Engaging in impersonation will result in criminal liability with a fine of INR 21000/- and profile deactivation.

iii. Astrologers must not impersonate any person or entity, including other astrologers registered on Astromedik, guides, or misrepresent their affiliation with any person, entity, or other portals.

iv. Astrologers are required to share details of all the devices used to access the website by sending an email to contact@Astromedik.com.

v. Violation of these guidelines will result in a written and verbal warning, along with a penalty of Rs. 21,000/-. The Green tick will be removed immediately upon such violation. Furthermore, if found in violation of Clause 2(i)(ii), another penalty of Rs. 21,000/- will be imposed, along with permanent deactivation of the profile.

vi. In addition, the astrologer will be obligated to repay the entire amount earned in the last 6 months to the company. Any remaining amount in the astrologer's wallet will be adjusted against this liability, and the astrologer will not be entitled to any further payout from the company. Moreover, the company may take legal action to recover this amount.

Sure, here's the revised version of the text:

j. Honest Price Commitment:

i. The astrologer agrees to maintain services at a fair price guaranteed by Astromedik to its customers. The astrologer also agrees not to sign up with any other portal offering similar services as Astromedik at a similar or lower price.

ii. Astromedik's system is designed to track the profiles created by the astrologer on any other portal at a lower price while being on Astromedik. Such action will result in the reduction of the price quoted on the website without seeking any approval from the astrologer.

iii. Any violation of this clause will be considered an offense, and the astrologer shall be liable to appropriate legal action along with a penalty of Rs. 11000/-.

k. Predictions:

i. Astromedik prohibits predictions on sensitive issues that may lead to uninformed choices being made by the customer. Therefore, the astrologer is advised to refrain from giving advice on a non-exhaustive list of sensitive issues and situations, which may lead to any offense committed by the customer based on the advice provided.

Please take note of the following terms:

1. Prediction of the gender of an unborn child is prohibited.
2. Providing specific date and time for medical procedures is not allowed.
3. Predicting any criminal activities or success through illegal means is prohibited.
4. Predictions relating to gambling, money laundering, and drug abuse are not allowed.
5. Predicting the death of a person by any means, including accidental or medical, is not permitted.

ii. Astromedik reserves the right to take legal action against any violation of these terms. This may include a penalty of Rs. 21,000 and immediate profile deactivation. Once deactivated, the astrologer will be black-listed from future services with Astromedik.

iii. Astrologers must provide satisfactory services, and in case of wrong predictions or service interruptions due to internet issues or other reasons, they must refund the customer voluntarily and update Astromedik immediately. If a violation is reported, the amount will be refunded to the customer without informing the astrologer and a penalty of Rs. 500 per violation will be imposed.

iv. All chat conversations and call consultations between astrologers and customers will be recorded for quality purposes. Astromedik reserves the right to monitor such conversations and consultations with prior approval from the parties involved.

Please remember the following terms:

v. Astrologers are required to provide original answers to customer reports without copying from other sources. If complaints arise regarding copied answers or poor report quality, a refund will be issued to the customer, a penalty of Rs. 11000 will be imposed on the astrologer, and their report section will be closed, along with the removal of their verified status.

vi. Astrologers must conduct a feedback session within the specified timeframe after submitting reports. Failing to do so will result in penalties determined by the company, which may include report section closure, full refunds to users, and an additional penalty of up to Rs. 5100.

l. Non-solicitation & non-compete:

While working with Astromedik, astrologers are not permitted to work with any competing platform in any capacity. Prohibited activities include:



Working as an astrologer on any other platform.
Creating any kind of content (text/audio/video or other) for any other platform.
Hiring or contracting astrologers to work on any other platform.
Approaching customers to join as an astrologer on any other platform.
Inducing Astromedik employees to join any other platform.
Disclosing internal Astromedik policies to employees, contractors, owners, or anyone associated with competing platforms.
Engaging in any other activity that may harm or damage the reputation and business interests of Astromedik.

Violation of this clause will result in permanent deactivation of the profile without warning and a fine of Rs. 51000 by the Compliance team at Astromedik.

3. USAGE OF FEATURES

a. NEXT ONLINE TIME:

After Astrologer logs out from your account, Astrologer shall mark the NEXT ONLINE TIME i.e. the expected time of logging in again and coming live on the Website. This is a must for increasing a loyal customer base leading to personal growth through the website. Not following such terms can lead to a negative impact on your profile by updating your penalty count by +1 leading to your profile to be shifted at the bottom of the website.

b. Astromedik VERIFIED GREEN BADGE:

Astrologers shall be eligible to get a Astromedik Verified Green Badge on working exclusively for our Website for a minimum number of 4 Hours daily. The badge shall be liable to be removed in case of violation of any terms and conditions set in this Terms. Astrologer agrees and allow the Website for creating a crawler which shall keep a check on your profile available on any of the competitor's websites to see violations. The removal of Green tick for any violation will attract a payment of Rs. 51,000/- for re-activation of the Green Badge.

c. REVIEWS:

The website has a functionality of review for the services rendered by Astrologer to its customers. The customer can give a positive as well as negative review depending on the service rendered by you. Astrologer agrees not to remove/delete any review and any change required to be made in the reviews submitted by customer, a request in the "My review" tab in your dashboard can be submitted for deletion to the technical team, which shall review and take appropriate action.

d. PRICING:

i. The standard pricing of the astrologer is finalised at the time of onboarding by the onboarding team on the basis of astrologer's performance in the hiring interview. Astrologer has access to raise a request to change price after 6 months of joining through their dashboard if their performance parameters are excellent, which will be reviewed by Astromedik, which reserves the rights to reject the request. Astromedik reserves the right to re-evaluate the astrologer via reinterview for skills or languages. For the re-evaluation process, the astrologer's profile can be

kept on hold & in case of failure, the astrologer's profile can be deactivated too without any prior notice.

ii. Price change will be done as per the existing pricing of Astrologer. If your customer price is less than 20, you are eligible to increase your price every 30 days. In case your customer price is between 20 - 30, you'll be able to increase your price after 3 months of the last price hike. In case your price is more than 30 then you'll be able to increase the price after 6 months of the last price hike. The price of an astrologer can only be increased within this time frame if the astrologer meets all the related criterias set by the company.

iii. It is agreed between the parties, where Astrologer is working exclusively with Astromedik that the amount paid by the Indian customer for the consultation & services through Astromedik, 70% of the same amount will be retained by Astromedik & remaining 30% will be the astrologer's share subject to other deductions.

iv. It is agreed between the parties, where Astrologer is not working exclusively with Astromedik that the amount paid by the Indian customer for the consultation & services through Astromedik, 70% of the same amount will be retained by Astromedik & remaining 30% will be the astrologer's share.

v. It is agreed between the parties, where Astrologer is working exclusively with Astromedik that the amount paid by the Non-Indian customers for the consultation & services through Astromedik, the astrologer's share for the same shall be subject to the foreign price conversion list shared on their dashboard and is subject to rounding off during calculations.

vi. The astrologer further agrees that the standard pricing is valid only for order billed at full price and may be reduced by any amount in case of any offer being run by the company or opted in by the astrologer. Astrologer's payment is subject to any kind of offer being presented to the customer by Astromedik or Astrologer which is inclusive of but not limited to buyback offer, Promotional Schemes offering Discounts, memberships, etc.. Please be aware of the following terms and conditions:

vii. Astromedik's billing system may contain errors and is not responsible for any miscalculations, malfunctions, or problems in the billing structure or while processing payments to the astrologer. If the astrologer believes a mistake has occurred, they must report it to Astromedik within 7 days of the occurrence, even if it is in their favor. If Astromedik has paid the astrologer an amount higher than due, or if the astrologer has exploited any bugs or miscalculations to earn any amount inadvertently or fraudulently, the astrologer is liable to repay the additional amount to Astromedik within 7 days of being informed. Failure to do so may result in legal action. If a customer has received a refund for a service provided by the astrologer or has initiated a chargeback for a paid service, the astrologer will not be paid for that transaction. If the money has already been sent to the astrologer, they are required to repay that amount to Astromedik. For any disputed or suspected services provided by the astrologer, payment will be withheld until the issue is resolved. Astromedik has the final decision in disputed cases. In the



case of a money-back guarantee, Astromedik reserves the right to provide a refund to a customer without prior permission from the astrologer. The astrologer acknowledges that services may be audited for quality purposes at any time.

Please note that the astrologer's share will be subject to deductions for other charges incurred by Astromedik, including payment gateway charges (currently 2.5% as of 1st March 2022) and marketing costs, which will impact the astrologer's share for the first 15 minutes and 30 minutes of every new user.

viii. The company reserves the right to withhold payments partially or fully for a maximum period of 60 days in case of suspicious, suspect, or extraordinary transactions/services, as determined by the company's systems and audit processes, until the investigation is completed and the issue is resolved to the company's satisfaction.

ix. Payment of the astrologer's share is subject to a deduction of withholding taxes payable to the government.x. If the total payout by Astromedik to the astrologer exceeds 20 Lacs in a financial year, the astrologer must provide their GST number to the company. The company will cover the GST amount in all such cases.

xi. If the company pays the GST amount to the astrologer and the astrologer fails to submit it to the government within the specified time period, the company reserves the right to withhold all future payments and deactivate or terminate the astrologer's profile until the default is corrected.

xii. Regardless of the above, the amount payable to the astrologer for consultations where offers have been provided to the customer during booking will be proportional to the offering given by Astromedik. The astrologer will receive an amount equal to or greater than 50% of the total, detailing any deductions due to promotional offers given to the customer.

xiii. The astrologer agrees that their share will decrease if they choose to participate in any voluntary promotions run by the company, such as boosting their profile to reach a larger audience. Any reduction will be communicated to the astrologer before opting in for such a promotion, and it is entirely voluntary on the part of the astrologer to participate in such promotions.

NOTICE: PROFILE, FEATURE UPDATES, AND TRAINING

e. PROFILE UPDATE:

Once verified by the Compliance team, the profile cannot be changed without prior approval and re-verification. To request a change in your profile, raise a ticket from the dashboard on the platform.

Any major changes in the profile (including the profile picture & bio) cannot be made once you are onboarded on the platform. This information can only be updated once at the time of onboarding.

f. FEATURE UPDATION:

Astromedik reserves the right to update any feature provided to the Astrologer while associating with the platform. Any new feature added, upgraded, or deleted will be updated to the Astrologer on the notice board/dashboard in the Astromedik website. Your continued use of the Website signifies your acceptance of the updates made.

g. TRAINING:

i. Astrologers are expected to join training within 7 days of receiving the welcome mail and complete the training process, including customer review chats, within the next 7 days (i.e., 14 days from receiving the welcome mail). Failure to complete this within the stipulated time will lead to permanent deactivation of the profile.

ii. Astrologer's selection is subject to successfully clearing the customer review chat after the training session. Non-performance on the standard criteria of Astromedik on different parameters will lead to an observation period of seven days, and failing to meet the desired performance will lead to discontinuation of the astrologer's profile. Astromedik reserves the right to take any action in this regard.

iii. Any attempt by the astrologer to manipulate any parameters, including using solicited users to enhance performance, will incur a penalty of Rs. 51000/- and the amount earned through this method, as well as a temporary deactivation of the profile for an audit period of up to 7 working days.

REFUND AND CANCELLATION

4.1. Any service provided by the Astrologer through the platform is chargeable. If a user/customer lodges a complaint seeking a refund of the amount paid on the website, the complaint will be reviewed by the Administrator/Compliance Team. If the complaint is found to be genuine, a refund will be processed, either in full or partially, without seeking approval. The decision taken by Astromedik with regard to any refund will be final. Once a refund is made, both the Astrologer and Astromedik will be bound by this decision.

4.2. For foreign users availing consultation through the website, any amount paid on the payment gateway will also be subject to refund if a complaint is raised. If a refund is processed for any foreign user, it will be refunded by the Astrologer.

4.3. Irrespective of the above clauses, a refund can only be initiated for the services rendered in the past 3 years from the date of the refund request.

INDEMNITY

5. Astrologer agrees to indemnify the Website, its affiliates, directors, employees, and other officers against any claims, liabilities, actions, proceedings, demands, expenses, etc., which the Website may incur or suffer in connection with any proceedings arising from:

5.1. The use of the platform by the Astrologer,

5.2. Any unauthorized use and violation of the profile created and managed by Astrologer on the Website.

Before bringing any claim for indemnification, the indemnified party will notify the indemnifying party of the indemnifiable proceeding and provide all legal pleadings and other documents necessary for indemnification or defense of the indemnifiable proceedings.

If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying party will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

GOVERNING LAWS

6. These Terms and any disputes arising from them will be governed by the laws applicable in Delhi.

The Courts in Delhi will have exclusive jurisdiction to entertain and decide any dispute arising between the parties under these Terms.

TEXT:

7. DISPUTE RESOLUTION

a. Any dispute arising from these Terms and the Website shall be settled through alternate dispute resolution methods such as arbitration, mediation, and conciliation.

b. The decision made by the arbitrator will be final and binding for both parties.

8. SEVERABILITY

a. The Parties agree that if any provision of these Terms is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the other remaining provisions will remain in full force and effect.

b. If a clause is determined to be unlawful or unenforceable, it will be removed from these Terms, while the other clauses will not be adversely affected.

9. CONFIDENTIALITY AND NON-DISCLOSURE

a. The Astrologer agrees to hold the confidential information in strict confidence and protect it from disclosure to any third party. Confidential information can only be used for the purpose of the Website under these Terms and shall not be used for the Astrologer's or any other party's purposes.

10. INTELLECTUAL PROPERTY

Astromedik will be the sole owner and will retain all ownership rights to the content generated and displayed on the Astromedik Platform. This includes but is not limited to, data transferred



between users (customers) and the Astrologer through chat, call, video call, or live streaming. Astromedik reserves the right to use or reproduce any content generated on the platform, including in advertisements. This section will remain in effect even after the expiration or termination of this Agreement.

11. OTHER GENERAL PROVISIONS

a. Limitation On Liability: Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this Terms.

b. Assignment: Neither party may assign these Terms or any of their rights or obligations under these Terms without the other party's written consent.

c. The Astrologer agrees that Astromedik has only provided a platform for communication and can in no way be held responsible for the content generated on the platform and/or any act of malefice - text/video or audio committed by any user on the platform and accepts no liability and responsibility for the same.

d. Astrologers are expected to inform any legal case pending against them at the time of joining or as soon as they received information about it post-joining. Astromedik holds the right to disassociate itself and close the profile at any time in case of any legal case against the astrologer.

Please be aware of the following terms and conditions regarding live streaming and video calling:

Astromedik provides a platform for users and astrologers to engage in live streaming and video calling for content consumption and interaction. Astrologers acknowledge that Astromedik is solely providing a communication platform and cannot be held responsible for any content generated on the platform or any harmful actions, whether in text, video, or audio, committed by any user. Astromedik accepts no liability or responsibility for such actions. During live sessions, astrologers must focus exclusively on astrological topics, and any non-astrological engagement or promotion is strictly prohibited. Violations may result in the deactivation of live sessions and a penalty of Rs. 51000. These measures are in place to maintain the professional standards and integrity of astrological interactions.

Astrologers using the live streaming and video calling platform are expected to conduct themselves in a courteous and professional manner while streaming content to Astromedik users.

Astrologers must adhere to the following rules and regulations when using the live streaming and video calling platform. They acknowledge that Astromedik may take actions, including imposing financial penalties, restricting platform usage in the event of any violations of the highlighted rules and regulations.

i. Astrologer is expected to Livestream with your video switched on and focused on your face for the majority of your live streaming & video calling duration. Any violation of the same for more than 10 minutes a day will attract a penalty of at least Rs. 5100/- per day and access to the live streaming & video calling platform being restricted for 7 days. In case of any subsequent violation, depending upon the severity and frequency of the violation, the company has the right to restrict the usage of the live streaming & video calling platform or restricting the usage of the Astromedik website permanently, along with an application of penalty of Rs. 5100/- for each violation

ii. The astrologer is expected not to share any personal details and information - contact number, bank account details, e-mails, websites, personalized page, blogs, social media profile(S) [inclusive of but not limited to Facebook, WeChat, Whatsapp, Telegram, Messenger, SMS, etc], offline addresses or any other information which can be used to identify and contact Astrologer outside the Astromedik platform. Astrologer is expected to not share these details in the background/backdrop while using the live streaming & video calling platform, in the caption or live event name, while talking to or replying to users or in any other way possible while using the services of the platform nor motivate any others to do the same. Violation of this clause shall attract a penalty of Rs. 21,000/- INR. Further, the Green Tick shall be removed immediately on violation and your account shall stand deactivated temporarily. In case the astrologer wishes to get the Green Tick again, the same shall entail a further fee of Rs. 51,000 INR.

Certainly! Here's the rephrased text for better clarity and with corrected spelling, grammar, and punctuation:

iii. Astrologers should also refrain from making any such statements in the live event caption. Additionally, astrologers are not allowed to solicit donations in exchange for answers in the live event caption or during the live session. Violation of these rules will result in a penalty of at least Rs. 1100 per day and a 7-day restriction of access to the live streaming and video calling platform. In case of subsequent violations, depending on the severity and frequency, the company reserves the right to permanently restrict access to the live streaming and video calling platform, along with a penalty of Rs. 1100 for each violation.

iv. Astrologers agree not to disparage Astromedik, its employees, customers, other astrologers working on the Astromedik platform, or any other forms of astrology, rituals, or practices. Furthermore, astrologers must not encourage, motivate, or influence anyone to do the same. Violation of this clause will result in a penalty of Rs. 51,000 INR. Additionally, the Green Tick will be immediately removed, and the account will be temporarily deactivated. For reactivation, the compliance team will review the case and evidence, and if found guilty, the profile will be deactivated permanently.

v. Astrologers are prohibited from promoting or endorsing any other astrology application or astrologer working outside of Astromedik on the live streaming and video calling platform. If any customer joins a live stream and acts as an astrologer or encourages users to seek astrology services elsewhere, astrologers are expected to promptly end such conversations and block



such customers. Furthermore, astrologers are requested to report such incidents to the astrologer support teams. Violation of this clause will result in a penalty of Rs. 51,000 INR. Additionally, the Green Tick will be immediately removed, and the account will be temporarily deactivated. For reactivation, the compliance team will review the case and evidence, and if found guilty, the profile will be deactivated permanently.

Disclaimer of Warranty

1. The astrologer acknowledges and agrees that the sites and astrologer platform are provided on an "as is" basis. Therefore, the user will not have any claim or demand against Astromedik, its affiliates, or any of the aforementioned entities. The use of the sites and the astrologer platform is at the astrologer's sole risk. Astromedik expressly disclaims all warranties of any kind, including but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, security, and accuracy.

2. The astrologer shall not have any plea, claim, or demand against Astromedik, its affiliates, and their respective officers, directors, shareholders, employees, subcontractors, and agents in respect of any services provided in connection with the use of the sites. Astromedik will not be deemed the provider or recipient of any services acquired through the sites and/or Astromedik. The sale or purchase of services is therefore at the astrologer's sole and entire risk. Under no circumstances will Astromedik, its affiliates, and their respective officers, directors, shareholders, employees, subcontractors, and agents be liable to any astrologer for any indirect, incidental, consequential, special, punitive, or exemplary damages, however, arising, whether in action of contract, negligence, or other tortious action, or arising from the services or any provision of this agreement.

3. The astrologer acknowledges and agrees that Astromedik disclaims any liability with respect to any claim, suit, or action brought by a user in connection with the provision of any services by the astrologer through the Astromedik service. The astrologer agrees to indemnify and hold Astromedik harmless in connection with any such claim and any damages or expenses arising therefrom.

4. Astromedik does not assume, and will not be liable for: (1) the accuracy or availability of the Sites or the Astrologer Platform; or (2) any damages or injury arising from or related to the Sites, the Astrologer Platform and/or any opinion, response, advice, prediction, recommendation, information, representation, and/or other service provided or not provided by any Astrologer. This section (disclaimer of warranty) shall survive termination or expiration of this Agreement.

14. Additional disclaimers

Astromedik is not liable for enforcing any agreement made between an Astrologer and a User, including a user fee agreement. Astrologers are solely responsible for their agreements with users. It is expressly reiterated that Astromedik simply provides a platform for Astrologers and Users to connect, and plays no role in the actual dispensation of advice. In the event of a dispute regarding any transaction conducted via the Astrologer Platform or the Sites, the Astrologer releases Astromedik, its affiliates, and their respective officers, directors, shareholders, employees, subcontractors, and agents from any actions, claims, demands,



losses, damages, costs, or expenses, including court costs and attorney's fees, that may arise against one or more users.

15. Modification of Terms

Astromedik reserves the right to change or modify any provision related to the Service(s) or these Terms, including penalty clauses under the sections such as "Obligations and Performance," "Usage of Features," "Refunds and Cancellation," etc., at its sole discretion, from time to time. Any such changes will be effective immediately upon the posting of revised Terms and may or may not be separately notified via email. Astrologers can check the "LAST UPDATED" date at the top of the Terms to determine when they were last revised. By agreeing to the "Terms and Conditions" when signing onto the application after the "LAST UPDATED" date, an Astrologer is deemed to have accepted the Terms herein, including any amended Terms published from time to time. Continued use of the Platform following the posting of changes implies acceptance and agreement with the changes. If an Astrologer does not agree with any change, the sole and exclusive remedy is to terminate the use of the Application. We encourage Astrologers to refer to the "Terms and Conditions" each time they log into the application. It is also clarified that use and access of the Application/Service(s) are subject to the most recent version of these Terms available on the Application at the time of use.

16. Contact Information

We keep your updated contacts to notify you when one of your contacts joins Only Astrologer login and to properly display names in notifications. We only require the number and the name (first and last) for this to work. We do not store any other data about your contacts.

17. Why We Collect Your Phone Number:

i. Telephonic Calling: Your phone number allows you to make and receive phone calls. This feature is designed for real-time conversations and interactions with other users.

ii. Chat Alerts: We use your phone number to send important alerts and notifications related to your activities on the platform.

iii. One-Time Password (OTP) Verification: To enhance the security of your account, we use OTP verification for specific actions such as login, account recovery, and sensitive updates. Your phone number sends you a unique OTP that helps verify your identity and protect your account.

18. Your Privacy Matters to Us

We want you to know that we value your privacy and take your data seriously. Your trust in us is essential, and we are committed to protecting the information you share with us.

19. How Your Data is Used

The data we collect depends on how you use our website. Our website involves telephonic conversations, and we ask for permission to access your call logs. This helps us ensure that your conversations on the website go smoothly.

20. Why We Need Call Log Permission

Seamless OTP Verification via Missed Call: Our website uses the OTP verification method through missed calls. You can tap on the 'Get OTP on Call' button for OTP verification, and a call will be instantly triggered, delivering the OTP in a matter of seconds.

Note: the call OTP only works for the same phone with the SIM card in it.

21. Voice Recording and Microphone Permission

On our website, you can ask questions and interact with us by recording your voice as audio. Instead of typing out your queries, you can speak into your device's microphone, record the voice as audio, and then send it on chat. To enable this feature, we need to request access to your device's microphone, so we can capture the sound of your voice as audio and convert it into digital data that we can process.