

TERMS OF USE

This Terms of Use agreement was last updated: 11th April 2018.

These terms and conditions of use ("**Terms of Use**") of the Website (as defined below) between **Vitalis Wellness LLP** ("**LLP**") and the users/registrants of the Website ("**You**" or "**Your**" or "**Yourself**" or "**User**") describe the terms on which the LLP offers You access to the Website and the Services (as defined below) through the Website.

PLEASE READ THE TERMS OF USE CAREFULLY BEFORE USING OR REGISTERING ON THE WEBSITE OR ACCESSING ANY MATERIAL, INFORMATION OR SERVICES THROUGH THE WEBSITE. YOUR USE OF THE WEBSITE OR THE SERVICES PROVIDED BY THE WEBSITE SHALL SIGNIFY YOUR ACCEPTANCE OF THE TERMS OF USE AND YOUR AGREEMENT TO BE LEGALLY BOUND BY THE SAME.

1. GENERAL

1. The website www.vitalisphagetherapy.com ("**Website**") is an internet based portal owned and operated by the LLP, a LLP incorporated under the laws of India with its registered office at C 407, Second Floor, Defence Colony, New Delhi – 110024, India. The website provides an internet portal to generate awareness regarding complementary and alternative medicine, i.e., medical treatments that are used instead of traditional (mainstream) therapies including bacteriophage therapy.
2. The access to the Website are offered to You conditioned on acceptance of all the terms, conditions and notices contained in these Terms of Use, along with the Privacy Policy, Copyright Policy, Disclaimer and applicable terms and conditions as displayed on the Website ("**Additional Terms**") and any amendments made to it by LLP at its sole discretion and posted on the Website. Accessing the Website through any medium, including but not limited to accessing the Website through mobile phones, smart phones and tablets, are also subjected to these Terms of Use and Additional Terms.
3. LLP shall not be required to notify You, whether as a User or not, of any changes made to the Terms of Use and/or Additional Terms. The revised Terms of Use and/or Additional Terms shall be made available on the Website. Your use of the Website and its services is subject to the most current version of the Terms of Use and/or Additional Terms made available on the Website at the time of such use.
4. By (i) using this Website or any facility or service provided by this Website in any way; or (ii) merely browsing the Website, You agree that You have read, understood and agreed to be bound by these Terms of Use and/or Additional Terms as applicable and available on the Website. If You do not so agree to the foregoing, You are

prohibited from accessing or using the Website. If You do not agree to any of the provisions set forth in the Terms of Use and/or Additional Terms, kindly discontinue viewing or participating in this Website immediately.

2. ELIGIBILITY OF USE

- 2.1. On using the Website, You represent that You are of legal age to form a binding contract and are not a person barred under the laws as applicable in India. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents, of unsound mind are not eligible to use the Website. Notwithstanding the foregoing, if You are below the age of eighteen (18) years, You may browse the Website or avail the Services through Your legal guardian in accordance with the applicable laws.

3. USE OF WEBSITE AND USER OBLIGATIONS

- 3.1. Subject to compliance with the Terms of Use and/or Additional Terms, LLP grants You a non-exclusive, limited license to access and use this Website. This license does not include amongst others any downloading or copying of any information for the benefit of another User or any third party. You may not bypass any measures used by LLP to prevent or restrict access to the Website. Any unauthorized use by You shall terminate the permission or license granted to You by the Website.
- 3.2. You agree to use the Website and the services offered on the Website only for purposes that are permitted by: (a) the Terms of Use and/or Additional Terms; and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
- 3.3. You acknowledge and agree that by accessing or using the Website, You may be exposed to content from other third parties that You may consider offensive, indecent or otherwise objectionable. Website cannot control the information provided by third parties, if any, which is made available on the Website. LLP disclaims all liabilities arising in relation to such offensive content on the Website. Further, You may report such offensive content to the Grievance Officer.
- 3.4. If Website allows You to post, upload, project any material on the Website, You hereby undertake to ensure that such material is not offensive and in accordance with applicable laws. Further, You undertake not to:
 - a) Defame, abuse, harass, threaten or otherwise violate the legal rights of others;
 - b) Impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with person or entity;
 - c) Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, libellous, slanderous, infringing, obscene, indecent or unlawful topic, name, material or information through any bookmark, tag or keyword;

- d) Upload files that contain software or other material protected by applicable intellectual property laws unless You own or control the rights thereto or have received all necessary consents or involve the sale of counterfeit or stolen items;
- e) Upload or distribute files that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Website or 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 Website or any system, data or personal information;
- f) Engage in any activity that interferes with or disrupts access to the Website or the services (or the servers and networks which are connected to the Website);
- g) Attempt to gain unauthorized access to any portion or feature of the Website, any other systems or networks connected to the Website, to any server, or to any of the services offered on or through the Website, by hacking, password mining or any other illegitimate means;
- h) 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, or exploit the Website or information made available through the Website, in any way;
- i) Disrupt or interfere with the security of, or otherwise cause harm to, the Website, systems resources, accounts, passwords, servers or networks connected to or accessible through the Websites or any affiliated or linked sites;
- j) Collect or store data about other Users in connection with the prohibited conduct and activities set forth in this Section.
- k) Host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that belongs to another person and to which You do not have any right;
- l) Host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that 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;
- m) Host, display, upload, modify, publish, transmit, update or share any information or share/list(s) any information or item that threatens the unity, integrity, defense, 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;
- n) Use the Website or any material or Content for any purpose that is unlawful or prohibited by these Terms of Use and/or Additional Terms, or to solicit the performance of any illegal activity or other activity which infringes the rights of LLP or other third parties;
- o) Violate any applicable laws or regulations for the time being in force within or outside India;

- p) Violate the Terms of Use including but not limited to any applicable Additional Terms of the Website; and
 - q) Reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Website.
- 3.5. You agree that You are solely responsible to LLP for any breach of Your obligations under the Terms of Use and/or Additional Terms and for the consequences (including any loss or damage).
- 3.6. You agree that LLP may, at any time, modify or discontinue all or part of the Website, charge, modify or waive fees required to use the Website, if any or offer opportunities to some or all Website Users.
- 3.7. The LLP shall have the right to use Your information as provided by You and such usage of Your information by LLP does not amount to violation of any rights You might have in Your information. You agree to grant LLP a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, and database rights (but no other rights) that You may have in Your information, in any media now known or not currently known, with respect to Your information. LLP will only use Your information in furtherance of the purpose of the LLP.
- 3.8. In the event that any content, information and/or transaction on the Website which is in violation of this Terms of Use and/or Additional Terms and/or applicable law comes to Your knowledge, You shall take all steps to inform the LLP.
- 3.9. You shall at all times ensure full compliance with the applicable provisions of the Information Technology Act, 2000 and rules made there.
- 3.10. You hereby acknowledge and agree that LLP shall not be liable for submitted content or the defamatory, offensive, or illegal conduct of any User or third party and that the risk of harm or damage from the same rests entirely with You.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. LLP trademarks, logos, images, service marks, trade names (collectively the “**Trademarks**”) and other distinctive branding features displayed on the Website or on content available through the Website are registered and unregistered Trademarks of LLP and shall not be used in connection with products and/or services that are not related to, associated with, or sponsored by their rights holders that are likely to cause customer confusion, or in any manner that disparages or discredits their rights holders. All Trademarks not owned by LLP that appear on the Website or on or through the Website’s Services, if any, are the property of their respective owners.

Your misuse of the Trademarks displayed on the Website or on or through any of the Website's Services is strictly prohibited.

- 4.2. Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, LLP has applied for or owns, solely and exclusively, all intellectual property rights in and to its Trademarks and the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks ("**Content**"). Your use of the Website does not grant to You ownership of any content, code, data or materials You may access on or through the Website.
- 4.3. Any commercial or promotional distribution, publishing or exploitation of the Website, or any content, code, data or materials on the Website, is strictly prohibited unless You have received the express prior written permission from authorized personnel of LLP or the otherwise applicable rights holder. Other than as expressly allowed herein, You shall not download, post, display, publish, copy, reproduce, distribute, transmit, modify, perform, broadcast, transfer, create derivative works from, sell or otherwise exploit any content, code, data or materials on or available through the Website. You further agree that You shall not alter, edit, delete, remove, otherwise change the meaning or appearance of, or repurpose, any of the content, code, data, or other materials on or available through the Website, including, without limitation, the alteration or removal of any trademarks, trade names, logos, service marks, or any other proprietary content or proprietary rights notices. You acknowledge that You do not acquire any ownership rights by downloading any copyrighted material from or through the Website. If You make other use of the Website, or the content, code, data or materials thereon or available through the Website, except as otherwise provided above, You may violate copyright and other laws of India, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use.
- 4.4. Any rights not expressly granted herein, are reserved to LLP. You agree to abide by all copyright notices, information, or restrictions contained in any part of the Website. You must not alter, delete, or conceal any copyright, trademark, patent, or other notices contained on the Website.

5. THIRD PARTY CONTENT

- 5.1. The Website may make available general third party information such as advertisements including videos, images and photographs of the products and other data from external sources ("**Third Party Content**"). Similar Third Party Content would also be available to You on the email received by You from LLP. The provision

of Third Party Content is for general informational purposes only. You acknowledge that the Third Party Content provided to You is obtained from sources believed to be reliable. LLP does not provide any guarantee with respect to any of the Third Party Content and LLP shall not be held liable for any loss suffered by You based on Your reliance on or use of such data.

6. BLOGS, ARTICLES, VIDEOS AND RESEARCH STUDIES

- 6.1 The blogs, articles, research studies and videos on the Website do not reflect the opinion of LLP. LLP receives several articles, blogs, research studies and videos from the users (including professionals), which reflect the view of such users. It is pertinent to state that each and every blog/article/videos/research study posted on the Website is the personal opinion of the users. Any person acting on such blog/articles/videos/research study or acting upon the contents of the same shall do so at his/her own risk and LLP shall in no manner be liable for the same.

7. WARRANTY AND LIABILITY

- 7.1. The Website, services and other materials are provided by LLP on an "as is" basis without warranty of any kind, express, implied, statutory or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, LLP makes no warranty that (i) the Website or the services will meet Your requirements or Your use of the Website or the services will be uninterrupted, timely, secure or error-free; (ii) the results that may be obtained from the use of the Website, services or materials will be effective, accurate or reliable; (iii) the quality of the Website, services or other materials will meet your expectations; or that (iv) any errors or defects in the Website, services or other materials will be corrected.
- 7.2. To the maximum extent permitted by applicable law, LLP will have no liability related to User content arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. LLP also disclaims all liability with respect to the misuse, loss, modification or unavailability of any User content.
- 7.3. LLP has endeavoured to ensure that all the information on the Website is correct, but LLP neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, product or service. Further, LLP shall not be held responsible for non-availability of the Website during periodic maintenance operations or any unplanned suspension of access to the Website that may occur due to technical reasons or for any reason beyond LLP's control. The User understands and agrees that any material or data downloaded or otherwise obtained through the Website is done entirely at their own discretion and risk and they will be solely responsible for any damage to their computer systems or loss of data that results from the download of such material or data.

- 7.4. LLP shall not be liable for any third party product or services. The advertisement available on e-mail or Website with respect to the third party website or the products and services are for information purpose only.

8. INDEMNITY

- 8.1. You agree to indemnify, defend and hold harmless the LLP, its affiliates, from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by LLP that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to these Terms of Use and/or Additional Terms. Further, You agree to hold LLP harmless against any claims made by any third party due to, or arising out of, or in connection with, Your use of the Website or any claim that You caused damage to a third party, Your violation of the Terms of Use and/or Additional Terms, or Your violation of any rights of another, including any intellectual property rights. The limitations and exclusions in this section apply to the maximum extent permitted by applicable law.

9. LIMITATION OF LIABILITY

- 9.1. In no event shall LLP, respective officers, partners, managers, employees, members, successors, assigns, affiliates be liable to You for any direct, indirect, incidental, special, punitive, consequential or exemplary damages (including but not limited to loss of business, revenue, profits, use, data or other economic advantage) whatsoever, resulting from:
- a) Any access to or use of the Website;
 - b) Errors, mistakes or inaccuracies of data, marks, content, information, materials or substance of the Website or submitted content;
 - c) Any unauthorized access to or use of the secure servers and/or any and all personal information and/or financial information stored therein;
 - d) Any viruses which may be transmitted through the Website by any third party;
 - e) Any interruption or cessation of transmission to or from the Website;
 - f) Any errors or omissions in any data, content, information, materials or substance of the Website or submitted content;
 - g) Any disputes that may arise between the Users on the Website;
 - h) Any defamatory, offensive or illegal conduct of any User;
 - i) Any use of any data, marks, content information, materials or substance of the Website or submitted content posted, emailed, transmitted or otherwise made available on or through the Website.

10. LINKING TO THIRD PARTY WEB SITES

- 10.1. You may be able to link from the Website to third party web sites and third party web sites may link to the Website (“**Linked Sites**”). You acknowledge and agree

that LLP has no responsibility for the information, content, products, services, advertising, code or other materials which may or may not be provided by or through Linked Sites, even if they are owned or run by affiliates of LLP.

- 10.2. Links to Linked Sites do not constitute an endorsement or sponsorship by LLP of such websites or the information, content, products, services, advertising, code or other materials presented on or through such websites.
- 10.3. You agree not to download or use images hosted on this Website or Linked Sites, for any purpose, including, without limitation, posting such images on another site.

11. DISCLAIMER

- 11.1. You acknowledge and undertake that You are accessing the Website and the services on the Website and uploading any information or giving any details at your own risk and are using Your best prudent judgment before entering into any transactions through the Website. The LLP shall neither be liable nor responsible for any actions or inactions of Users nor any breach of conditions, representations or warranties by the Users and LLP hereby expressly disclaims any and all responsibility and liability in this regard.
- 11.2. LLP further expressly disclaims any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety or legality of the information provided on the Website or blogs and information provided by other Users or displayed or transacted or the content (including any information and/or specifications) on the Website. All content, information, software, services and related graphics are provided as is, without warranty of any kind. LLP does not implicitly or explicitly support or endorse any User's available on the Website. At no time shall any right, title or interest in the services provided through or displayed on the Website vest with LLP nor shall LLP have any obligations or liabilities in respect of any transactions on the Website. Any reliance You place on such information is therefore strictly at Your own risk.
- 11.3. You understand that the Website is a portal merely providing information and is in no manner involved in providing any form of medical treatment. You are advised to consult any expert you may deem fit before acting on the information provided by the Website.

12. PRIVACY POLICY

- 12.1. The User hereby consents, expresses and agrees that he has read and fully understands the Privacy Policy of LLP in respect of the Website. You further consent that the terms and contents of such Privacy Policy are acceptable to You.

13. DISPUTE RESOLUTION

- 13.1. The governing law of the Terms of Use and other Additional Documents shall be Indian law and shall be subject to the exclusive jurisdiction of Delhi.

14. NOTICE

- 14.1. All notices to the LLP will be served by email or by general notification on the Website. Any notice provided to LLP pursuant to the Terms of Use and/or Additional Terms for inter alia feedback purposes should be sent to contactus@vitalisphagetherapy.com or the address of the LLP.

15. ASSIGNMENT

- 15.1. You cannot assign or otherwise transfer the Terms of Use and/or Additional Terms, or any rights granted hereunder to any third party.

16. SEVERABILITY

- 16.1. If, for any reason, a court of competent jurisdiction finds any provision of the Term of Use and/or Additional Terms, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms of Use and/or Additional Terms shall continue in full force and effect.

17. WAIVER

- 17.1. Any failure by LLP to enforce or exercise any provision of the Terms of Use and/or Additional Terms, or any related right, shall not constitute a waiver by LLP of that provision or right.

18. COMMUNICATION

- 18.1. When You visit the Website or send e-mails to LLP or give Your feedback, You are communicating with LLP electronically. You consent to receive communications from LLP electronically. You agree that all agreements, notices, disclosures and other communications that LLP provides to You electronically satisfy any legal requirement that such communications be in writing.

19. FORCE MAJEURE

- 19.1. LLP shall have no liability to you for any interruption or delay in access to the Website irrespective of the cause.

20. GRIEVANCE REDRESSAL

The name and contact details of the Grievance Officer is published herewith:

Name: Apurva Johri

Email: contactus@vitalisphagetherapy.com

In case You have any concern/grievance with respect to the contents on the Website and/or if there has been violation of this Terms of Use and/or the Privacy Policy, You may contact the Grievance Officer vide a written complaint to be sent via email.

This Terms of Use is an electronic record in terms of the Information Technology Act, 2000 and rules made thereunder. Further, this electronic record is generated by a computer system and does not require any physical or digital signatures. This electronic record is published in accordance with the relevant provisions of the Information Technology Act, 2000 and rules made thereunder.