

# Terms of Use

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**My Safe Space** ("we", "us" or "our") created the **Here For You** application ("App"). By using the App, you are entering an agreement with us which includes the Disclaimer, the Terms and Conditions of Use and the Privacy Policy (together known as the "Terms"). By using the App, you agree to the Terms.

## Disclaimer

The materials contained in the the App are presented for information purposes only. The material is in no way intended to replace expert advice or professional medical care and advice.

The materials in the the App cannot and should not be relied on as a health monitor or as an alternative to medical or psychological treatment for a Mental Health conditions nor should it be used as a basis for diagnosis or choice of treatment. The materials are not exhaustive. The App cannot always reflect all the most recent research. Information on the the App are based on the more commonly found aspects of Mental Health conditions. You should not delay seeking or disregard professional medical advice because of something you have seen on the App.

We do not accept any liability for any claims, losses or damages (whether direct or indirect) to any person who does rely on the content of the App. No advice or information, whether oral or written, obtained by you from us or from the App shall create any warranty or other obligation not expressly stated in the Terms.

## Terms and Conditions of Use

1. All material contained on this site (including its selection and arrangement) is protected by copyright or other proprietary rights which belong to us and our licensors. You may access the App to view, use, display and print material for your personal, non-commercial use. All other rights are fully reserved with us.
2. All data obtained by us is held and used in compliance with the privacy law in India. However, you should be aware that the internet is not a secure medium and privacy cannot be guaranteed.
3. You are not permitted to change, store, copy, publish, sell or distribute any material on the App without our prior consent in writing and proper citation.
4. We may provide links to sites owned and operated by third parties. We have not reviewed all of the third-party websites linked on this site and do not endorse the content of such sites. If you visit such sites, this is undertaken at your own risk.
5. You agree that your use of the App is at your sole risk and it is provided by us on an "as is" and "as available" basis. While we use reasonable efforts to seek to ensure the information provided on the App is correct at the time it is posted, we give no warranties in connection with the site including but not limited to warranties of satisfactory quality, fitness for any particular purpose or non-infringement of third

party rights. Subject to the consumer guarantees provided for in the Indian Consumer Law, we make no warranty that:

- a. The App and/or any information will meet your requirements;
  - b. your access to and use of the App will be continuous, timely, secure, or error-free; or
  - c. any errors or inaccuracies will be corrected.
6. If your use of the App results in the need for servicing or replacing equipment or data, this will not be at our risk or expense. We do not accept responsibility for damage arising from unavailability of the App or from the introduction of a virus, worm, trojan, or other harmful or disruptive component to any computer used by you as a result of using the App.
7. You agree to fully indemnify us in respect of any and all losses and expenses (including legal fees) incurred by us in connection with any breach by you of these Terms.
8. You consent to the:
  - a. collection of health information.
  - b. use and disclosure of health information.
  - c. storage of your information outside of India.
9. You warrant that:
  - a. all information provided by you through the App is about you and that you are not providing information about any other individual; and
  - b. if you are under the age of 18 your parent or guardian has consented for you to use the App.
10. These Terms form the entire agreement between us in connection with your use of the App and supersedes all other prior agreements between us.
11. Occasionally we may, in our discretion, make changes to the Terms. Your use of the App will be governed by the most recent Terms posted on the the App. By continuing to use the App, you agree to be bound by the most recent Terms. It is your responsibility to check the App regularly for updated versions of the Terms.
12. These terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts, tribunals, fora, applicable authorities at Mohali.