

Definitions

Company

“MotivatedSteps”, “MotivatedSteps.com”, “Most”, “MS”, “Company”, “Firm”, “we”, “our”, “us”, “Service Provider” or similar terminology are beat regard to MotivatedSteps as a provider of services for the rest of this document.

USER

“Client”, “user”, “you”, “your” or other similar terminology are beat regard to you because the user of the platform as a recipient of our products, services and resources for the rest of this document.

Platform

“Platform” or similar terminology are beat regard to any mobile app, website or web links that the User can employ to access services provided by the corporate.

Psychological/Mental Wellness Professional

“Counsellor”, “Counselor”, “Psychologist”, “psychiatrist”, “psychotherapist”, “Psychological Wellness Practitioner”, “Psychological Wellness Professional”, “Wellness Professional”, “therapist”, “wellness advisor”, “expert”, “doctor”, “consultant” or

similar terminology are beat regard to the Psychological Wellness Practitioner.

Nature of Service

MotivatedSteps may be a psychological wellness platform that delivers emotional wellness products and services to individuals and organisations. These include, but aren't restricted to, corporate wellness programmes through which employees of organisations avail various products and services. MotivatedSteps offerings may include/are:

- Online and face-to-face consultation with expert Psychological Wellness Professionals (who are authorised by MotivatedSteps to use the platform for delivering their services)
- Periodic assessments and psychological tests
- Workshops and/or webinars delivered by trained Psychological Wellness Professionals
- Self-help tools, content and programmes through a variety of channels including, but not restricted to websites, mobile applications and emails
- The services offered by MotivatedSteps are in compliance with our client anonymity and confidentiality policies (refer to Privacy Policy).

MotivatedSteps reserves the proper to feature or remove products and services from its overall offerings without prior notification. The aforementioned shall hereinafter be mentioned as “Services”.

Disclaimer

If you're considering or contemplating suicide or feel that you simply are a danger to yourself or to others, you want to seek the support or services of appropriate personnel or visit the closest hospital or ER. an equivalent applies in-case of any medical or psychological health emergency. MotivatedSteps doesn't affect emergencies; medical, psychological or otherwise.

User Agreement

By choosing to go to and/or avail any service and/or product and/or resource from MotivatedSteps, the user confirms that they're above 18 years aged and aren't otherwise incompetent to contract under the Indian Contract Act, 1872 and are legally allowed to require decisions of their own. The user also accepts and agrees to our Terms and Conditions (hereafter mentioned as “User Agreement”) and people additional terms and conditions and policies referenced herein and/or available by hyperlinks. Please read the User Agreement carefully. The terms within the User Agreement are in effect upon your using or availing services, resources or any product from the platform. Accessing the service/platform on any medium, including but not limited to mobile phones, smartphones and tablets, is additionally subject to the terms of the User Agreement. We reserve the proper to feature, modify or remove sections from the User Agreement at any point in time during the course of the agreement with no prior notice. Continuing to use the MotivatedSteps platform, purchase of any service, resource or product, forms an obligatory legal agreement between

the user and MotivatedSteps. Liability to review the User Agreement from time to time lies with the user. Continuation of the utilization of the platform after revision of the User Agreement are going to be deemed to be an acceptance of the revised terms.

Applicability Of Terms

The general terms and conditions within the User Agreement are applicable to all or any present and future contracts established between the user and MotivatedSteps. This User Agreement applies to all or any users of the MotivatedSteps platform, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content. By availing any of our services, the user irrevocably accepts all the obligations stipulated within the User Agreement, Terms of Use and Privacy Policy, other policies referenced herein; and agrees to abide by them. The User Agreement supersedes any previous oral or written terms and conditions which will be communicated to you.

Termination of Agreement

At any point during the term of the User Agreement, the user shall be entitled to terminate the User Agreement provided all outstanding payments are settled, if applicable. Upon termination of the User Agreement, there should be some information saved on our servers regarding the user. Should the user wish to get rid of this information, they're going to need to contact their organisation to request an equivalent of MotivatedSteps, just in case they're accessing MotivatedSteps offerings through a third-party or organisation. just in case the user has registered on our platform

directly, they will write to MotivatedSteps at support@theMotivatedSteps.com. MotivatedSteps promises to process all such requests within 3 working days, subject to necessary compliance with applicable laws. Over the course of the term of the User Agreement, MotivatedSteps can prefer to terminate the User Agreement without citing a reason. Any payment receivable by MotivatedSteps should be paid by the user fully within 30 days from the termination of the User Agreement. Any payment receivable by the user are going to be processed by MotivatedSteps as per our Refund Policy (refer an equivalent for details).

Terms of Use

During the course of the User Agreement, it's expressly stated, understood and agreed by you (user) that you simply (user) shall abide by the subsequent terms of use.

- You are 18 years aged or older, not otherwise incompetent to contract under the Indian Contract Act, 1872 which your use of the platform shall not violate any applicable law or regulation;
- All registration information you submit - either to us directly or through your organisation - is truthful and accurate which you comply with maintain the accuracy of such information;
- Your use of the platform is solely for your personal and non-commercial use. Any use of this platform or its content but for private purposes is prohibited.
- Your personal and non-commercial use of this platform shall be subjected to the subsequent restrictions:
 - o You shall not modify any content of the platform;

o You shall not decompile, reverse engineer, or disassemble the content;

o You shall not delete or modify any content of the platform and / or services, including but not limited to, legal notices, disclaimers or proprietary notices like copyright or trademark symbols, logos, that you simply don't own or have express permission to modify;

o You shall not use the platform and / or services in any way that's unlawful, or harms the corporate or the other person or entity, as determined within the Company's sole discretion.

o You shall not reproduce, duplicate, copy, sell, resell or exploit any portion of the service, use of the service, or access to the service or any contents on the platform through which the service is provided, without express written permission by MotivatedSteps.

- You may not publish, send, upload, distribute or otherwise transmit or make available any software or other computer files containing an infection or other harmful item, or otherwise interfere with or damage the platform and/or services or any linked network, or interfere with the use of the platform and/or services by a person or entity.

- You acknowledge that once you access a link that leaves the platform, the location you enter into isn't controlled by the corporate and different terms of use and privacy policies may apply. By accessing links to other sites, you acknowledge that the corporate isn't liable for those sites. the corporate reserves the proper to disable links from third-party sites to the platform, although the corporate is under no obligation to try to to so.

- You agree that you simply shall pay all applicable fees on time. just in case lately payment, MotivatedSteps reserves the proper to levy a charge / interest on the outstanding amount.
- You take responsibility to see the technical specifications required before making a booking for a session or before availing any of the opposite digital offerings.

Intellectual Property

The contents on the platform are for informational purposes only. MotivatedSteps disclaims all liability to a person for any loss or damage caused by dependence on any a part of the platform. Third-party content appearing on the platform is that the property of their respective owners and MotivatedSteps doesn't assert any rights in reference to an equivalent. Such third-party content is employed by MotivatedSteps subject to the use provisions of Indian copyright law and applicable provisions in other jurisdictions. MotivatedSteps asserts its copyright ownership on the remaining contents of this document. No information, content or material from the platform and/or services could also be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way without an express written permission from MotivatedSteps.

Payment and Refunds

By using the platform, the user agrees to pay all applicable fees and charges upfront to MotivatedSteps and also authorises us to automatically deduct all applicable charges and costs from the payments made as and when such features are accessed on our

platform. Further, the user agrees to be liable for any telephone charges and/ or internet service fees which will be incurred in accessing MotivatedSteps services.

For more information on payment methods, charges and costs, the user shall ask the Payment section on the platform. MotivatedSteps reserves the proper to vary any or all parts of Payment policy all of sudden or liability to the user or any third-party.

All cancellations and refunds are going to be handled as per the Cancellation & Refund Policy of the corporate. MotivatedSteps reserves the proper to vary any or all parts of the Cancellation & Refund Policy all of sudden or liability to the user or any third-party.

Privacy Policy

MotivatedSteps provides many of its services over the web. Usage of our platform or online resources is subject to the Privacy Policy of the corporate. Please read the Privacy Policy carefully. MotivatedSteps reserves the proper to feature, change, or remove sections from the Privacy Policy all of sudden or liability to any third-party.

Limitation of Liability

MotivatedSteps doesn't guarantee that you simply are going to be accepted as a registered user at MotivatedSteps, or as a patient by the Psychological Wellness Professionals on our platform. MotivatedSteps reserves the proper to terminate your registration with our platform at any time without citing a reason.

MotivatedSteps may be a technology enabler that connects the user and therefore the Psychological Wellness Professional. Further, the counselling depends on the knowledge provided by the user to the Psychological Wellness Professional and MotivatedSteps doesn't promise any outcomes supported counselling and therapy. MotivatedSteps doesn't guarantee the supply of an equivalent Psychological Wellness Professional over any period of your time. From the instant at which you book your appointment, MotivatedSteps acts solely as an intermediary between you and therefore the counsellor, transmitting the small print of your booking to the counsellor.

Counselling will happen at a frequency agreed between you and your Psychological Wellness Professional. We cannot guarantee that sessions will always happen with a specific frequency or on an equivalent day of the week but will make every effort to satisfy your requirements.

Over the course of your agreement, the Wellness Professional might determine that online counselling services aren't appropriate for a few or all of your treatment needs and accordingly may elect to not provide online counselling services to you. Similarly, the Wellness Professional shall be at the freedom to make a decision that additional assistance is needed for the user and shall prefer to usher in a further Wellness Professional.

MotivatedSteps makes all efforts to verify the credentials of each Psychological Wellness Professional registered with its platform. However, MotivatedSteps isn't liable for any misrepresentation/fraudulent credentials or claims by the Psychological Wellness Professionals. MotivatedSteps provides a

profile page to all or any Psychological Wellness Professionals where information regarding education, training, experience, specialities are often provided to the user. it's the responsibility of the Psychological Wellness Professional to make sure the accuracy and reliability of such information provided.

All Psychological Wellness Professionals have a contractual relationship with MotivatedSteps and are allowed to use our platform and technology to supply services to you. MotivatedSteps doesn't assume any responsibility for his or her actions, advice or the other information provided through our platform or otherwise. MotivatedSteps shall not be held responsible for any damage/ loss/ liability caused to the user by a Psychological Wellness Professional. The user is liable for all their decisions and agrees that they're made independent of any representations by MotivatedSteps or the Wellness Professionals. MotivatedSteps or the Wellness Professional can't be held liable for such decisions or any outcomes as a result.

MotivatedSteps doesn't endorse or influence control over any particular branch of drugs, theory, opinion, viewpoint or position on any topic. No warranty, guarantee, or conditions of any kind are created or offered on information or advice or suggestion, whether expressed and/ or implied, in oral and/ or written via any communication medium, obtained by you from MotivatedSteps or through any service and/ or resource and/ or information that MotivatedSteps provides, apart from those expressly outlined during this User Agreement.

The material on the platform, including within the blogs is provided for general information only and will not be relied upon or used because the sole basis for creating decisions without consulting

primary, more accurate, more complete or timelier sources of data. We aren't responsible if information made available on this platform isn't accurate, complete or current and any reliance on the fabric on this platform is at your own risk.

This platform may contain certain historical information. Historical information, necessarily, isn't current and is provided for your reference only. We reserve the proper to switch the contents of this platform at any time, but we've no obligation to update any information on our platform. You agree that it's your responsibility to watch changes to our platform. The content that the utilizationr downloads or otherwise obtains through the use of our services and/ or resources and/ or information is completed at their own discretion and risk, and therefore the user is solely liable for any damage to their computer or other devices for any loss of knowledge or information which will result from the download of such content.

We reserve the proper to switch or terminate any portion of the platform or the services offered by the corporate for any reason, all of sudden and without liability to the user or any third-party.

The Company doesn't warrant that the functions contained in content, information and materials on the platform and / or services, including, without limitation any third-party sites or services linked to the platform and / or services are going to be uninterrupted, timely or error-free, that the defects are going to be rectified, or that the platform or the servers that make such content, information and materials available are freed from viruses or other harmful components.

We will endeavour to form sure all information is delivered in an accurate and proper manner. However, any material downloaded or

otherwise obtained through the platform and / or services are accessed at your own risk, and you'll be solely liable for any damage or loss of knowledge that results from such download to your computing system.

At MotivatedSteps, we believe it's unethical for our counsellors to possess dual relationships with current or former clients. During and after our counselling work, you're forbidden to possess a person relationship of the other type with our counsellors; this includes association on social and professional network websites like Facebook, LinkedIn, Twitter etc. this may make sure that our professional relationship remains clear do you have to ever want to resume counselling or refer others to us.

You hereby indemnify, protect and keep the company, its dealers, agents, representatives and other registered users, and the respective resellers, distributors, service providers and suppliers of each of the above entities, and the respective managers, administrators, shareholders, staff, agents and representatives of each of the above entities, harmless from and against each and every one of them.

Disclaimer on Warranties

You understand and agree that any interactions and associated issues with the Wellness Professional on the platform, is strictly between you and therefore the Wellness Professional. You shall not hold MotivatedSteps and/or the Wellness Professional liable for any such interactions and associated issues. MotivatedSteps and/or the Wellness Professional isn't liable for any outcome between you and therefore the Wellness Professional you interact with. If you opt to

interact with a Wellness Professional to supply Psychological wellness services to you, you are doing so at your own discretion and risk. The services and content, and every one materials, information, products and services included therein, are provided on an “as is” and “as available” basis without warranties of any kind.

MotivatedSteps and its licensors and affiliates expressly disclaim all warranties of any kind, express, implied, or statutory, concerning the services and content.

In addition, MotivatedSteps and its licensors and affiliates disclaim any warranties regarding security, accuracy, reliability, timeliness and performance of the services or that the services are going to be error-free or that any errors are going to be corrected. No advice or information provided to you by breakthrough will create any warranty that's not expressly stated in these Terms of Service.

We make no representations concerning, and don't guarantee, the accuracy of the services, including, but not limited to, any information provided through the services or their applicability to your individual circumstances.

We may provide you with access to third-party tools which we neither monitor nor have any controls or input over. Such tools could also be within the sort of, but not limited to, personal assessments, polls and their results etc. You acknowledge and agree that we offer access to such tools on an “as is” and “as available” basis with none warranties, representations or conditions of any kind and with none endorsement. We shall haven't any liability whatsoever arising from or concerning your use of optional third-party tools. Any use of optional tools provided through the platform by you is solely at your own expense and discretion, and you should ensure that you are

familiar with and agree the terms on which the applicable third-party provider(s) offers tools.

Third-party links on this platform may direct you to third-party websites that aren't affiliated with us. We aren't liable for examining or evaluating the content or accuracy and that we don't warrant and can not have any liability or responsibility for any third-party materials or websites, or for the other materials, products, or services of third-parties.

Over the course of the amount of the User Agreement, we'd incorporate products/ services from third-party providers on our platform. By using such products/ services, it's understood that the user has read, understood and agreed to the terms and conditions of the corresponding third-party provider. MotivatedSteps shall not be held responsible for any risk/ damage/ liability arising from use of such third-party products, services goods, resources, content, or the other transactions made in reference to any third-party websites. Complaints, claims, concerns or questions about third-party products should be addressed to the third party.

User Forums, Topics, Replies, Comments, Feedback and Other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without an invitation from us you send or submit forum topics, replies, comments, creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you simply forward to us. We are and shall be under no

obligation (1) to take care of any comments in confidence; (2) to pay compensation for any comments; or (3) to reply to any comments. MotivatedSteps however guarantees that each one communication between the user and MotivatedSteps and / or the counsellor within the ambit of therapy shall be kept confidential, subject to compliance with applicable laws.

You comply with not seek other persons' contact information through our platform.

You accept that any third party right, like copyright, trademark, anonymity, appearance or other personal or proprietary right, will not be abused by your comments. You accept that your comments will not contain libelous or otherwise illegal, abusive or offensive content, or any virus or other malware that would affect the operation of the service or any associated website in any way. you'll not use a false e-mail address, pretend to be someone but yourself, or otherwise mislead us or third-parties on the origin of any comments. you're solely liable for any comments you create and their accuracy. We take no responsibility for any comments posted by you or any third party and assume no liability.

We can, but have no duty to track, edit or remove content that we deem to be illegal, offensive, insulting, libelous, defamatory, pornographic, obscene or otherwise inappropriate in our sole discretion or in breach of the property of any party or these Terms of Service.

Users should remember that MotivatedSteps is an open site and other users are free to post their own feedback on the platform's different content. The platform publishes articles provided by

various authors also. The contents/viewpoints expressed in these comments/posts/articles etc. are their authors'. Such content doesn't indicate official position of MotivatedSteps, in any way, express or implied.

Comprehensive Agreement

The non-exercise or violation of any property or provision of this User Agreement shall no longer constitute a waiver of such property or provision.

This User Agreement and any insurance policy or working policy posted by us on this website or in reference to the deals constitutes the entire settlement and understanding between you and us and regulates your use of the service, replacing any prior or contemporary arrangements, correspondence and suggestions, whether oral or written, between you and us (including but not limited to).

Termination

The duties and liabilities of the parties incurred earlier than the termination date shall live to tell the tale the termination of this settlement for all purposes.

This User Agreement is high quality unless and till terminated by way of either you or us. you'll terminate this User Agreement at any time by using notifying us - directly, or if you are having access to the platform as a corporation employee, then through your corporation - that you in reality not want to use MotivatedSteps's services, or as

soon as you cease the usage of our platform, challenge to agreement of all splendid payments.

If in our sole judgment you fail, or we suspect that you surely have failed, to suits any time period or provision of this User Agreement, we also may terminate this agreement at any time all of sudden and you'll continue to be responsible for all quantities due up to and such as the date of termination; and/or for that reason may deny you get admission to to our services (or any section thereof).

Errors, Inaccuracies and Omissions

Occasionally there may want to additionally be information on our platform or within the provider that consists of typographical errors, inaccuracies or omissions which will relate to product / provider descriptions, pricing, promotions, gives etc. We reserve the ideal to correct any errors, inaccuracies or omissions, and to differ or update statistics or cancel orders if any data inside the carrier or on any associated internet site is inaccurate at any time barring prior be aware (including after you have received submitted your order).

We undertake no responsibility to update, amend or make clear records inside the service or on any related website, consisting of without limitation, pricing information, except as wanted by using law. No distinctive replace or refresh date utilized inside the provider or on any related website, ought to be taken to factor that every one information inside the carrier or on any associated internet site has been modified or updated.

Prohibited Users

In addition to other prohibitions as set forth for the duration of this User Agreement, you're prohibited from the usage of the platform or its content:

- For any unlawful purpose;
- to order other persons to act or engage in any unlawful act;
- to violate any international, federal, provincial or national legislation, rules, laws or local regulations;
- to infringe upon or violate our property rights or the property rights of others;
- to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate supported gender, sexual orientation, religion, ethnicity, race, age, countrywide origin, or disability;
- to put up false or deceptive information;
- to upload or transmit viruses or the different kind of malicious code which will or ought to also be utilized in any way which will have an effect on the performance or operation of the service or of any related website, other websites, or the web;
- to accumulate or track the private statistics of others;
- to spam, phish, pharm, pretext, spider, crawl, or scrape;
- for any obscene or immoral purpose; or
- to intervene with or ward off the protection elements of the service or any associated website, different websites, or the Internet.

We reserve the suitable to terminate your use of the carrier or any associated website for violating any of the prohibited uses.

Disclaimer of Warranties: Limitation of Liability

The following provisions started out our entire legal responsibility and your attention is especially drawn to the provisions of this clause.

- We don't guarantee, symbolize or warrant that your use of our carrier are going to be uninterrupted, timely, impervious or error-free.
- You comply with indemnify MotivatedSteps in opposition to any breach in confidentiality. If you get entry to MotivatedSteps thru a third-party platform, you agree that MotivatedSteps cannot be in charge for any statistics breaches that take place thanks to any acts of commission or omission from the third-party platform.
- We do not warrant that the results which will be obtained from the utilization of the provider are going to be accurate or reliable.
- You agree that from time to time we can also dispose of the carrier (or phase thereof) for indefinite intervals of your time or cancel the service at any time, all of unexpected to you.
- You expressly agree that your use of, or lack of ability to use, the carrier is at your sole risk. The provider and each and every one merchandise and offerings delivered to you via the service are (except as expressly noted by us) provided 'as is' and 'as available' for your use, and/or keep with MotivatedSteps's arrangement collectively with your organisation, with none representation, warranties or conditions of any kind, either express or implied, consisting of all implied warranties or conditions of merchantability, merchantable quality, fitness for a unique purpose, durability, title, and non-infringement.

- In no case shall MotivatedSteps, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, carrier vendors or licensors be accountable for any harm, loss, declare, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, inclusive of, barring hassle misplaced profits, lost revenue, out of place savings, lack of knowledge, alternative costs, or any similar damages, whether based in contract, tort (consisting of negligence), strict legal duty or otherwise, springing up out of your use of any of the services or any products procured using the offerings, or for the other declare associated in any way to your use of the services or any product, which include, however not confined to, any mistakes or omissions in any content, or any loss or damage of any range incurred as a consequences of the utilization of the offerings or any content material (or product) posted, transmitted, or in any other case made on hand by manner of the issuer or platform, albeit endorsed of their possibility. Altogether cases, our maximum legal responsibility shall be restrained to the volume paid by manner of you, if at all, for service/product at issue.

Indemnification

You follow indemnify, protect and preserve harmless MotivatedSteps and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, issuer providers, subcontractors, suppliers, personnel and interns, innocent in opposition to any claim or demand, consisting of reasonable attorneys' fees, made via any third-party thanks to or arising out of your breach of this User Agreement or the records they include with the aid of reference, or your violation of any law or the rights of a third-party. You observe indemnify MotivatedSteps for any breach in confidentiality.If you get

admission to MotivatedSteps through a third-party platform, you indemnify MotivatedSteps in opposition to any data breaches that show up thanks to any acts of fee or omission from the third-party platform.

Severability

In the match that any provision of this User Agreement is decided to be unlawful, void or unenforceable, such provision shall however be enforceable to the fullest extent approved by relevant law, and consequently the unenforceable portion shall be deemed to be severed from these Terms of service; such willpower shall not affect the validity and enforceability of the other ultimate provisions.

Grievance Redressal

To address the grievances of the users, MotivatedSteps has observed out a Grievance Redressal Forum. simply in case you are disappointed with any element of our services, you will contact our Grievance Redressal Officer Mr Khushal Katara at khushal@theMotivatedSteps.com. We assure you a time certain solution not exceeding one month from the date of your complaint.

Jurisdiction

Any and each and every one disputes springing up between the person and MotivatedSteps with regards to the existing User Agreement, such as the interpretation of the terms of this User

Agreement shall be subject to the extraordinary jurisdiction of the courts at Nagpur, India.

Contact Information

Registered address: Gandhibagh, Itwari, Nagpur, Maharashtra – 440002 E-mail id: khushal@motivatedsteps.com