

TERMS AND CONDITIONS

TERMS OF USE

WELCOME TO VIEROOTS

Legal Agreement

This user agreement (“**Agreement**”) is an agreement between you and **Vieroots Wellness Solutions Pvt Ltd** (“**Vieroots**” or “**we**” or “**us**” as the context requires) governing your use of Vieroots products, software and/or services with the characteristics and features as described on www.vieroots.com (“**Website**”) including the online social community within the website (“**Biohacking Community**”) and the Vieroots mobile App called EPLIMO (“**App**”), your use of the e-Commerce marketplace made available on the Website and App (“**Marketplace**”) and your use of services provided by third party wellness practitioners listed in our Website/App (“**Wellness Practitioners**”) (referred to collectively as the “**Services**”), whereas the vendors who provide products on our Marketplace and the Wellness Practitioners listed with us are collectively called as “**Third Party Vendors.**” Vieroots may have subsidiaries and affiliated legal entities around the world (“**Subsidiaries and Affiliates**”), providing the Services to you on behalf of Vieroots. You acknowledge and agree that the Subsidiaries and Affiliates will be entitled to provide the Services to you under the terms of this Agreement.

By accessing the Website, the App or the Marketplace, at your option, registering thereon and thereafter using the Services as a member or guest, you agree to be bound by this Agreement and the terms contained in it. This Agreement governs your access and use of this Website/App/Marketplace and applies to all visitors, users and others who access the Service (“**Users**”). If you do not agree with the terms contained in this Agreement, you are not permitted to use this Website/ App/Marketplace. Vieroots will not be liable for any consequences arising from your unauthorized use. We may revise these terms of use at any time by amending this page and the terms hereof. The revised terms of use shall be posted on the Website/ App and you are expected to check this page from time to time to take notice of any changes we make, as they are binding on you. Some of these provisions may be superseded by provisions or notices published elsewhere on our Website/ App/Marketplace. All changes are effective as soon as we post them and by continuing to use the Website/App/Marketplace and avail of the Services, you agree to be bound by the revised terms and conditions of use. Your use of Website/App/Marketplace is subject to the most current version of the terms of use posted on the Website/App/Marketplace at the time of such use.

Vieroots has created this Website/App/Marketplace to provide Users, the Services which includes, guidance on how to make epigenetic lifestyle modifications so as to live a healthy life and to improve their overall health and how to integrate this into their individual lifestyles and to provide the Users access to healthy and nutritious food products, nutritional supplement, skincare products and many other wellness products including technology oriented products like wearables and to connect the users with Wellness Practitioners to get consultation and advices. While our life style modification recommendations including workout and nutrition recommendations consider several factors specific to each individual,

including anthropometric data, fitness goals and lifestyle factors, genetic and metabolic factors, we are not a medical organization, and our recommended lifestyle modification recommendations including nutrition plans, workout plans and specific exercises should not be misconstrued as medical advice, prescriptions, or diagnoses.

The Marketplace is an e-commerce marketplace made available on the Website and App, wherein Users are provided access to a variety of health and nutrition based products (“**Products**”). These Products could be listed for sale by multiple vendors on the Marketplace. The Users may place orders and purchase the Products on the Marketplace using the payment gateway provided therein. The use of the Marketplace and the purchase of the Products shall be governed by the terms hereof.

1. ACCESS

1. Access to the Services is permitted on a temporary basis, and we reserve the right to withdraw or amend the Service (or any features within the Services) that we provide on our Website/App/Marketplace by notifying the same on our Website/App/Marketplace from time to time without prior notice to you. We will not be liable, if for any reason our Website/App/Marketplace or the Services (or any features within the Services) are unavailable at any time or for any period. From time to time, we may, at our sole discretion, restrict access to some parts of our Website/App/Marketplace, or our entire Website/App/Marketplace, to Users who have registered with us.
2. Vieroots grants you permission to use the Services as set forth in this Agreement, provided that: (i) you will not copy or distribute, any part of the Services in any medium or in any manner whatsoever without Vieroots’s explicit authorisation in this regard; (ii) you will not alter or modify any part of the Services other than as may be reasonably necessary to use the Services for its intended purpose; and (iii) you will otherwise comply with the terms and conditions of this Agreement.
3. In order to access the Services, you will need to register on the Website/ App and create a “Member” account. Your account gives you access to the Services and functionality that we may establish and maintain from time to time and in our sole discretion on the Website.
4. By using the Services and completing the registration process, you warrant that: (a) all the data provided by you is accurate and complete; (b) you shall maintain the accuracy of such information, and any changes thereto by regular updation of any such information; (c) you affirm that you are over 18 (eighteen) years of age and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement; (d) you are eligible in accordance with applicable laws to enter into a binding contract and are not a person barred from receiving the Services under applicable laws ; and (e) you may use the Website/ App or such other Services provided through the Website/ App only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. We shall not be liable for any injury, damage or other

consequence, health related or otherwise arising out of any inaccuracy in the information provided by you on the Website/App. Your profile may be deleted by us by informing you 24 (twenty four) hours in advance without warning, or without any notice whatsoever, if we believe that you have violated any of the conditions as mentioned under this Agreement or the Privacy Policy.

5. You must provide your full legal name, valid email address and any other information requested from you, from time to time, in order to complete the registration process and be entitled to use the Services. The information provided by you may be shared by us with any third party for providing the Services, record keeping purposes, internal procedures or for any other purposes and by using this Website/ App you expressly consent to such sharing of the information provided by you.
6. Upon completing the registration process, you will be provided with a user identification code, password or any other piece of information, as part of our security procedures. You must treat such information as confidential, and you must not disclose it to any third party. You also agree to ensure that you exit/log out from your account at the end of each session. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of this Agreement. You will immediately notify Vieroots of any unauthorized use of your password or user identification code, by sending details of such unauthorized use to: support@vieroots.com.
7. You are responsible for making all arrangements necessary for you to have access to our Website/App/Marketplace and thereby the Services. You are also responsible for ensuring that any persons who access our Website/App/Marketplace and thereby the Services through your account are aware of these terms, and that they comply with them. You are also solely responsible and liable to Vieroots for all activities that take place or occur under your account. You agree that your ability to log into your account is dependent upon external factors such as internet service providers and internet network connectivity and we shall not be liable to you for any damages arising from your inability to log into your account.
8. Vieroots reserves the right to refuse access to use the Services offered at the Website/App/Marketplace to new Users or to terminate access granted to existing Users at any time without according any reasons for doing so. Use of the account is not available to any User who is suspended or prohibited by Vieroots from using the Website/App/Marketplace or Services for any reason whatsoever.

2. MEMBERSHIP/REGISTRATION FOR THE SERVICES

1. Once you complete registration on the Website/App, you will be a member which:
 1. allows you to access contents on the Website/ App/Marketplace;

2. allows us to contact you, if necessary, in order to inform you of changes to the terms of use of the Website/App or describing new services that we enable on the Website/App;
 3. allows you to access and purchase Products on the Marketplace, subject to the terms and conditions set out herein;
 4. allows you to make use of the Services on the Website/ App subject to these terms and conditions;
 5. does not allow you to use email addresses displayed on the Website/ App for any purpose other than that specifically authorized by us.
2. By providing Vieroots your email address/ phone number you consent to:
1. our using your email address or mobile number to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. You may use your settings to opt out of Service-related communications *vide* email/mobile number or entirely.
 2. Our using the phone numbers provided by you, to contact you from time to time, in order to provide you updates and advice relating of your progress on the App and the usage of our Services, and relating to any new promotions and sales opportunities on the App.
 3. Our using on your email address, home address, phone number and other ancillary information to fulfil the orders placed by you on the Marketplace; and
 4. Our using your email address or phone number to send you other messages, including changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out by sending us an email at: support@vieroots.com. Opting out may prevent you from receiving email messages or phone messages regarding updates, improvements, or offers.

3. GRANT OF LICENSE

1. Subject to these terms and conditions of use, Vieroots grants you a non-transferable, non-exclusive, non-sublicensable limited right and license for you to access and use the Services solely for the purpose permitted, including but not limited to storing or otherwise using or sharing your documents, files, schedules, minutes or other data.

4. PRIVACY AND YOUR PERSONAL INFORMATION

1. For information about Vieroots's data protection practices, please read Vieroots's privacy policy set out below. This policy explains how Vieroots treats your personal information, and protects your privacy, when you use the Services.

5. TERMS OF USE OF THE MARKETPLACE

1. You may access and use the Marketplace to purchase Products listed thereon by Vieroots or third party vendors from time to time.
2. Vieroots's responsibility for the products listed by third party vendors in terms of the Marketplace shall extend solely and exclusively to:
 1. The provision of the platform for the Marketplace on the Website/App;
 2. Collection of payments from Users using the third party payment gateway on the Marketplace. In the event of any disputed payments made, Vieroots shall pass on the dispute to the payment gateway provider for resolution. This shall be the extent of Vieroots's obligations in this regard;
 3. Delivery of the Products to the Users who have placed orders therefore is on the Marketplace.
3. Vieroots makes no warranty for, and shall not be responsible in any manner whatsoever for the quality, quantity or authenticity of the Products listed by the third party vendors
4. There shall be no refunds or cancellations initiated or entertained, once an order is placed and processed on the Marketplace, save as set out herein.

6. TERMS OF USE OF 'WELLNESS PRACTITIONERS'

1. You may access the 'Wellness Practitioners' listed on the Website/App anytime as per your requirements.
2. Vieroot's responsibility for the 'Wellness Practitioners' listed on the Website/App is limited to:
 1. Provision of a platform for the Wellness Practitioners to offer their services
 2. Collection of payments from Users (if it is a paid service from the Wellness Practitioner) using the third party payment gateway on the website/app. In the event of any disputed payments made, Vieroots shall pass on the dispute to the payment gateway provider for resolution. This shall be the extent of Vieroots's obligations in this regard
3. Vieroots makes no warranty for, and shall not be responsible in any manner whatsoever for the quality, quantity or authenticity of the services/treatments listed by Wellness Practitioners who are the third party vendors
4. Vieroots has not checked the authenticity or validity of the certifications or treatment protocols of the Wellness Practitioners listed with us and hence under no circumstances be responsible for the efficacy or effectiveness of the wellness advices or treatments provided by the third party Wellness Practitioners. You are responsible for checking the authenticity and credibility of the Wellness Practitioners.
5. There shall be no refunds or cancellations initiated or entertained, once an order is placed for a service from a Wellness Practitioner.

7. UPLOADING MATERIAL TO THE SERVICE

1. Whenever you make use of the Services (or any feature or part of the Services) that allows you to upload material on the Website/ App/Marketplace, or to make contact with other users of our Website/ App or vendors on the Marketplace, you must comply with applicable data protection rules/laws and the content standards set out below. The content standards apply to each part of a contribution as well as to its whole. Your contribution must be accurate where it states facts, be genuinely held (where it states opinions), comply with the law applicable in any country from which it is posted; and be relevant to your posting or use of the Services.

8. Restrictions on Content

1. Your contribution must not:
 1. belong to another person and contain any information that you do not have any right to;
 2. Be defamatory of any person;
 3. Be obscene, offensive, pornographic, hateful, harmful, harassing, defamatory, vulgar, libelous, lewd, blasphemous, lascivious, invasive of another's privacy, racially, ethnically or otherwise objectionable or inflammatory, disparaging, relating or encouraging money laundering or gambling or otherwise unlawful in any manner whatsoever;
 4. Violate the provisions of the Indian Penal Code, 1861, the Information Technology Act, 2000, Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, notified *vide* Notification G.S.R 313(E) issued by the Ministry of Communications and Information Technology or other applicable laws containing offences relating to content that is publicly accessible;
 5. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 6. Disclose the name, address, telephone, mobile or fax number, e-mail address or any other personal data in respect of any individual;
 7. Be harmful to minors;
 8. Infringe any intellectual property including copyright, database right or trade mark of any other person;
 9. Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 10. Be likely to harass, upset, embarrass, alarm or annoy any other person;
 11. Impersonate any person, or misrepresent your identity or affiliation with any person;

12. Advocate, promote, incite any third party to commit, or assist any unlawful or criminal act;
 13. Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism;
 14. Be such that it is known by you to be false, inaccurate or misleading;
 15. Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 16. Be content for which you were compensated or granted any consideration by any third party;
 17. Contain any computer viruses, any code, worms or other potentially damaging or limiting the functionality of any computer programs or files.
 18. Threatens the unity, integrity, sovereignty of India, friendly relations with foreign states or public order or causes incitement to the commission of any cognizable offence or is insulting to another nation.
2. We hereby reserve the right to take down any content posted by you, which, in our sole discretion falls under the above restrictions.

9. RESTRICTION ON USE OF SERVICES

1. You are not permitted to and shall not do any of the following acts, the breach of which shall entitle Vieroosts to terminate your use of the Services, without prejudice to any other rights or remedies we may have against you:
 1. Distribute, sell, supply, modify, adapt, amend, incorporate, merge or otherwise alter the Services and all content provided to you as part of the Services;
 2. Attempt to decompile, reverse engineer or otherwise disassemble any Service or content provided to you as part of the Services or the Website or the App or the Marketplace;
 3. Attempt to copy any software provided to you as part of the Services or the Website or the App or the Marketplace and in particular its source code, or attempt to decrypt any part of such software that is provided to you;
 4. Create any derivative work or version of any software provided by us in relation to or to facilitate your use of the Services or any content provided as part of the Services;
 5. Remove, from the Services or any content provided as part of the Services, any logo, copyright or proprietary notices, legends, symbols,

labels, watermarks, signatures or any other like marks affixed to or embedded in the Services;

6. Use the Services or any part of it to create a false identity, to impersonate any person or organization, or attempt to disguise the origin of any content;
7. Use any of Vieroots's domain name as a pseudonymous return email address;
8. Access or use the Website/App/Marketplace in any manner that could damage, disable, overburden, or impair any of the Website/App/Marketplace's servers or the networks connected to any of the servers on which the Website/App/Marketplace is hosted;
9. Access or attempt to access any content that you are not authorized to access by any means;
10. Access the Website/App/Marketplace through any other means other than through the interface that is provided by us;
11. Alter or modify any part of the Services; and
12. Disrupt or interfere with the security of, or otherwise cause harm to the Website/App, materials, system resources, or gain unauthorized access to the user accounts, passwords, servers or networks connected to or accessible through the Website/App/Marketplace or any affiliated linked sites.

10. RIGHTS RESERVED BY VIEROOTS

1. We have the right to disclose your identity to any third party who validly claims and provides evidence that any material posted or uploaded by you to our Website/App/Marketplace constitutes a violation of their intellectual property rights, or of their right to privacy.
2. We are not responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other User of the Services.
3. We have the right to immediately terminate your access or usage rights and remove non-compliant information or material, in case of non-compliance with these terms and condition, this Agreement or the Privacy Policy.
4. We have the right to investigate and prosecute violations of these terms and conditions to the fullest extent of the law and may involve and cooperate with law enforcement authorities in prosecuting Users who violate these terms and conditions.
5. While we have no obligation to monitor your access to or your use of the Services (or any feature or part of the Services), we have the right to do so for the purpose of operating the Website/App/Marketplace and providing the Services, to ensure your compliance with these terms and conditions, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

6. Subject to the receipt of a complaint from a User, we have the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all content from any Service. For some of the Services, Vieroots may (but shall be under no obligation to) provide tools to filter out explicit sexual content or any content which it deems to be unsuitable at its sole discretion.
7. We reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to: (a) satisfy any applicable law, regulation, legal process or governmental request; (b) enforce these terms and conditions, including investigation of potential violations hereof; (c) detect, prevent, or otherwise address fraud, security or technical issues; (d) respond to user support requests; or (e) protect the rights, property or safety of Vieroots, its Users and the public. Vieroots shall not be responsible or liable for the exercise or non-exercise of its rights under these terms and conditions in this regard.
8. We reserve the right to introduce or change the prices of all Services upon 30 (thirty) days' notice from us. Such notice may be provided at any time by posting the changes to the terms and conditions of use or the Services on the Website/App itself.
9. Vieroots shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Services.

11. BREACH OF CONTENT STANDARDS

1. When we consider that a breach of the content standards (as stated above) has occurred, we may at our discretion take such action as we deem appropriate. Failure to comply constitutes a material breach of the terms of use on which you are permitted to use the Service, and we may take any action legally available including all or any of the following actions:
 1. Immediate, temporary or permanent withdrawal of your right to use the Services and simultaneous termination/suspension of your account on the Website/App;
 2. Immediate, temporary or permanent removal of any contribution already posted on the Website/App/Marketplace using the Services, upon your failure to cure the breach that is brought to your notice;
 3. Issue of a warning to you;
 4. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 5. Further legal action against you; and
 6. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
2. We hereby disclaim and exclude our liability for all action we may take in response to breaches of these rules. The actions described above are not limited, and we may take any other action we reasonably deem appropriate.

3. Upon such termination/suspension of your account, you will no longer be able to access your account or any content or data you have stored on the servers. All licenses granted to you by Vieroots to the Website/App/Marketplace or the Services will automatically terminate.

12. CONTENT

1. You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. You agree that you are solely and exclusively responsible for any and all content that you create, transmit or display while using the Services and you are solely and exclusively liable for the consequence of your actions (including any loss or damage which Vieroots may suffer). Vieroots exercises no control over the content posted on the Website/ App using the Services. Your use of the content accessed or displayed using the Services is entirely at your own risk.
2. A search using the Services may produce results and links to sites and content that you may find objectionable, inappropriate, or offensive and we accept no liability of responsibility for any such content. It is also possible that your use of the Services will return to you information regarding products, merchants and links to websites of third parties selling the product information requested by you. Vieroots hereby disclaims any and all responsibility and liability associated with the same.
3. You acknowledge and agree that Vieroots is not liable for any loss or damage which may be incurred by you as a result of the availability of such external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.
4. You shall be responsible for monitoring your content, documents and other data and shall be liable to us for ensuring that the content transferred to or handled by or within Services does not infringe any third party rights. You warrant that you possess such necessary licenses as may be required in order to process your content or use the Services.
5. You understand that the technical processing and transmission of the Services, including your Content, may be transferred unencrypted and involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
6. You hereby acknowledge and understand that as a part of selling products on the Marketplace, various vendors may post images, descriptions and other content. We as Vieroots are independent aggregators of these vendors and will have no liability in relation to such content posted by the said vendors, including without limitation, in terms of the authenticity or reliability of such content, in any manner whatsoever.

13. DISCLAIMERS

1. Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service or of vendors on the Marketplace, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between You and such advertiser or vendor. You agree that, save as set out herein, Vieroots shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or the vendors on the Services/the Marketplace.
2. The Services may provide, or third parties may provide, links to other web sites or resources. Given that we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.
3. You agree that your use of the Website/App/Marketplace and the Services shall be at your sole risk. You expressly understand and agree that, to the maximum extent permitted by applicable law, the Website/App/Marketplace and the Services are provided on an “as is” and “as available” basis for your use, without warranties of any kind, express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, title, non-infringement, and those arising from course of dealing or usage of trade. Vieroots shall use all reasonable endeavors to ensure that the Services are uninterrupted but it does not guarantee or warrant that: (i) the Services will meet your specific requirements; (ii) the Services will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the Services will be accurate or reliable; and (iv) the quality of any Products, services, information, or other material purchased or obtained by you through the Services will meet your expectations; and (v) any errors in the Services will be corrected.
4. If you are older than 35 (thirty five) years of age, or if you have not been physically active for more than 1 (one) year, or if you have any medical history that may put you at risk, including, without limitation, one or more the following conditions, you are required to seek approval from a qualified health care practitioner prior to using the Services:
 1. heart disease;
 2. high blood pressure;
 3. family history of high blood pressure or heart disease;
 4. chest pain caused by previous exercise;
 5. dizziness or loss of consciousness caused by previous exercise;

6. bone or joint problems;
 7. diabetes, high cholesterol, obesity; or
 8. arthritis.
 9. Any other disease conditions
5. You should discontinue exercise in cases where it causes pain or severe discomfort, and should consult a medical expert prior to returning to exercise in such cases. We reserve the right to deny you access to the Services for any reason or no reason, including if we determine, in our sole discretion, that you have certain medical conditions.
 6. The content of the Website/App/Marketplace, including without limitation, text, copy, audio, video, photographs, illustrations, graphics and other visuals, is for informational purposes only and does not constitute/substitute professional medical advice, diagnosis, treatment or recommendations of any kind. You should always seek the advice of your qualified health care professionals with any Questions or concerns you may have regarding your individual needs and any medical conditions. You agree that you will not under any circumstances disregard any professional medical advice or delay in seeking such advice in reliance on any content provided on or through the Website/App/Marketplace. Reliance on any such content is solely at your own risk.
 7. The content provided on or through this Website/ App regarding drug or dietary supplements or products for sale on the Marketplace have not been evaluated or approved by any regulatory authority including the Drug Controller of India.

14. CONTENT LICENSE FROM YOU

1. Some areas of the Services may allow Users to post news, feedback, comments, Questions, data, documents, pictures and other information (“**User Content**”). You are solely responsible for your User Content that you upload, publish, display, link to or otherwise make available (hereinafter, “**Post**”) on the Website/App/Marketplace, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. Vieroots will not review, distribute, or reference any such User Content except as provided herein or in our Privacy Policy or as may be required by law.
2. By Posting any User Content on the Website/App/Marketplace, you expressly grant, and you represent and warrant that you have a right to grant, to Vieroots a royalty-free, sub-licensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service. You also hereby grant each User of the Service a non-exclusive license to access your User Content

through the Services, and to use, reproduce, distribute, display and perform such User Content as permitted through the functionality of the Website/App/Marketplace and under this Agreement.

3. You understand that Vieroots, in performing the required technical steps to provide the Services to our users, may: (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit Vieroots to take these actions.
4. You are solely responsible for your contributions to any online forum Vieroots may offer through or as part of the Services (“**Community Participation**”), such as and without limitation, responses to blog postings, bulletin board postings, and other contributions to online discussions. By submitting to Community Participation you: (a) represent to Vieroots, in each instance, that you either own or have the right to display or transmit each and every element of your Community Participation, and that your submission will not violate the legal rights or interests of any person or entity; and (b) grant to Vieroots a perpetual, irrevocable, royalty free license to use your Community Participation, in each instance, as a whole or in any part, for any business purpose, including without limitation, promotional, marketing and training purposes.
5. You confirm and warrant to Vieroots that you have all the rights, power and authority necessary to grant the above license.

15. **BILLING AND PAYMENT**

1. Certain aspects of the Services may be provided for a fee or other charge. If you elect to use paid aspects of the Services, you agree to the terms of sale, pricing, payment and billing policies applicable to such fees and charges. Vieroots may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion.
2. It is your responsibility to promptly provide Vieroots with any contact or billing information changes or updates (including phone number, email address, credit card numbers, etc.). Vieroots does not validate all credit card information required by the Customer's payment provider to secure payment.
3. Should you choose to upgrade any of the Services provided, through in-app purchases, payment will be charged to your credit/debit card and net banking through your iTunes account or Google Play Billing account at confirmation of purchase. Subscription renews automatically unless cancelled at least 24 (twenty four) hours prior to the end of the subscription period. Please note all in-app purchases in excess of Rs. 2,000 (Rupees Two thousand) per transaction shall be subject to additional factor authentication as mandated by the Reserve Bank of India.
4. You must notify Vieroots about any billing problems or discrepancies within 30 (thirty) days after charges first appear on their account statement. If it is not

brought to Vieroots's attention within 30 (thirty) days, You agree to waive your right to dispute such problems or discrepancies.

5. In respect of purchases made on the Marketplace, you hereby acknowledge and agree that no refund requests will be entertained in any manner whatsoever and no refunds will be initiated therefor.

16. INDEMNITY AND LIMITATION OF LIABILITY

1. You agree to defend, indemnify and hold harmless Vieroots, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service and Website/App/Marketplace; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation, any copyright, property, or privacy right; or (iv) any claim that your User Content caused damage to a third party. This defence and indemnification obligation will survive this Agreement and your use of the Service and Website/App/Marketplace.
2. The material displayed on our Website or App/Marketplace is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, our Subsidiaries and Affiliates and third parties connected to us hereby expressly exclude:
 1. conditions, warranties and other terms, which might otherwise be implied by statute, common law or the law of equity;
 2. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Services, our Website/App/Marketplace or in connection with the use, inability to use, or results of the use of the Services or our Website/App/Marketplace, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 1. loss of income or revenue;
 2. loss of business;
 3. loss of profits or contracts;
 4. loss of anticipated savings;
 5. loss of data;
 6. loss of goodwill;
 7. wasted management or office time; and
 8. for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable or advised of the possibility of the same.
3. Our liability to you shall under all circumstances be limited to a maximum of the amount paid by you (if any) at the time of registration on our Website/App

to use the Services and/or the purchase price paid by you for Products in the Marketplace.

17. OFFENCES

1. You must not misuse our Website/App/Marketplace by knowingly introducing viruses, trojans, worms, logic bombs, time bombs, cancel bots, spyware or other material, computer programming routines, codes, files or such other programs which are malicious or technologically harmful, or limit the interests of rights of other users or limit the functionality of any computer software, hardware or telecommunications. You must not attempt to gain unauthorized access to our Website/App/Marketplace, the server on which our Website/App/Marketplace is stored or any server, computer or database connected to our site. You must not attack our Website/App/Marketplace via a denial-of-service attack or a distributed denial-of service attack.
2. By breaching this provision, you would commit a criminal offence under the Information Technology Act, 2000 (and any amendments). We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website/ App/Marketplace will cease immediately.
3. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website/App/Marketplace or to your downloading of any material posted on it, or on any Website/App/Marketplace linked to it.

18. LINKING TO THE WEBSITE

1. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you.
2. Our Website/App/Marketplace must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The Website/App/Marketplace from which you are linking must comply in all respects with the content standards set out in these terms and conditions.
3. These linked sites are under no way in control of Vieroots and we shall not be held responsible for the contents of any linked sites, including without limitation to any link contained in the linked site or any changes or updates to linked site. We shall not be held responsible for any transmission whatsoever received by you from any linked site. The Website/ App provides links to you only as a convenience and the inclusion of any link does not imply endorsement by us or any association with its operators or owners. You are

requested to verify the accuracy of all information on your own before relying on such information.

4. If you wish to make any use of material on our Website/ App other than that set out above, please address your request to: support@vieroots.com.

19. ADDITIONAL TERMS FOR THE MOBILE APP

1. You are granted a limited, non-sub-licensable right to access the Mobile App, Desktop App, the Services and Data for the purpose of enabling you or other users to access the Website or the App or the Marketplace and/or the Services via third party software or website. Any use of the Mobile App, Desktop App, is bound by the terms of this agreement plus the following specific terms:
 1. You agree that you are solely responsible for (and that we have no responsibility or liability to you or to any third party for) any services and/or products you provide through any third party software;
 2. You expressly understand and agree that we shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we has been advised of the possibility of such damages), resulting from your use of the Mobile App and Desktop App;
 3. You will not use the Mobile App or the Desktop App to create software that sends unsolicited communications (whether commercial or otherwise) to any third party;
 4. We reserve the right at any time to modify or discontinue, temporarily or permanently the Desktop App and Mobile App by providing a notice of 48 (forty eight) hours with or without notice;
 5. Abuse or excessively frequent requests to the Services via the Desktop App and Mobile App may result in the temporary or permanent suspension of your account's access. We, in our sole discretion, will determine abuse or excessive usage;
 6. We reserve the right at any time to modify or discontinue, temporarily or permanently, your access to the Mobile App and the Desktop App by providing a notice of 48 (forty eight) hours;
 7. We may make available software to access the Service via the App using a mobile device. Vieroots does not warrant that the App will be compatible with your mobile device. Vieroots hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the App for one Member account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the App, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the App to any third party or use the App to provide time sharing or similar services for any third party; (iii) make any copies of the App; (iv)

remove, circumvent, disable, damage or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (v) delete the copyright and other proprietary rights notices on the App. You acknowledge that Vieroots may from time to time issue upgraded versions of the App, and may automatically electronically upgrade the version of the App that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the App is covered by the applicable open source or third party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the App or any copy thereof, and Vieroots or its third party partners or suppliers retain all right, title, and interest in the App (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. Vieroots reserves all rights not expressly granted under this Agreement.

20. SECURITY

1. We have implemented commercially reasonable technical and organizational measures designed to secure your personal information and User Content from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information and User Content for improper purposes. You acknowledge that you provide your personal information at your own risk.

21. OWNERSHIP OF INTELLECTUAL PROPERTY INCLUDING TRADEMARKS/ SERVICE MARKS

1. All right, title and interest in usage of the terms vieroots.com, Vieroots including but not limited to all texts, graphics, user interfaces, visual interfaces, computer code and any other information associated therewith are reserved by us.
2. All right, title, and interest in and to the Services (excluding your Content) are and will remain the exclusive property of Vieroots Wellness Solutions Private Limited and its licensors. Any use of this Website/ App or its contents, including copying or storing it or them in whole or part, other than for your own personal, non-commercial use is prohibited without the permission of Vieroots Wellness Solutions Private Limited.
3. Except as expressly provided in these terms of use, no part of Vieroots and no content or marks, data, statistics, independent research conducted and posted by Vieroots may be copied reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way including (“mirroring”) to any other computer, server, website, or other

medium for publication or distribution of any for any commercial enterprise, without prior written consent.

4. By accepting the use of terms hereunder you agree that the Vieroots does not transfer/assign the title to the Website/App to you, and nothing in these terms and conditions shall imply or be deemed or construed to mean that any right, title and interest (including but not limited to intellectual property rights) stands transferred/assigned to you by Vieroots, we retain the full and complete right, title and interest to the Website/App, and all intellectual property, title and interest to the Website/App, and all intellectual rights therein. You may not redistribute, sell, decompile, reverse engineer, disassemble, or otherwise reduce the Website/App in any manner which is contrary to this Agreement.
5. Any usage of Vieroots's contents, without the written authorization of Vieroots, shall be considered a breach of this Agreement, and you shall be required indemnify Vieroots for all liability incurred in this regard.

22. GOVERNING LAW

1. The jurisdictional court of Karnataka shall have sole jurisdiction over any claim arising from, or related to, a visit to / use of the Website/App/Marketplace or the Services, although we retain the right to bring proceedings against you for breach of any of these terms and conditions in your country of residence, country of use or other relevant country. The laws of India govern this Agreement and these terms and conditions of use of the Services.
2. Vieroots accepts no liability whatsoever, direct or indirect, for noncompliance with the laws of any country other than that of India, the mere fact that Website/ App/Marketplace can be accessed or used or any facility can be availed of in a country other than India will not imply that we accede to the laws of such country.

23. RELATIONSHIP BETWEEN THE WEBSITE AND LEGAL NAME

1. The website www.vieroots.com and the associated mobile application, EPLIMO, is registered and owned by Vieroots Wellness Solutions Private Limited, and usage of this Website/App and affiliated links is subject to the Terms of Use and Privacy Policy.

FAQ on how customers can protect themselves shopping online.

Question: Is it necessary to have an account to purchase products from Vieroots?

You can avail the services of Vieroots through a simple registration process. The details provided during registration are protected under our Privacy Policy. We recommend that you go through the terms of our privacy policy at the time of registration.

Question: How do I pay?

Vieroots offers you multiple payment methods, through trusted payment gateway partners. Our payment gateway partners use secure encryption technology to keep your transaction details confidential at all times.

You may use cash to make your purchase, if allowed by Vieroots or the third party vendors. Vieroots also accepts payments made using Visa, MasterCard, Maestro and American Express credit/debit cards in India.

Question: Are there any hidden charges (Octroi or Sales Tax) when I make a payment?

There are no hidden charges when you make payments on Vieroots. The prices listed for all the services are final and all-inclusive. The price you see on the webpage is exactly what you pay.

Question: How do I pay using a credit/debit card?

We accept payments made by credit/debit cards issued in India.

Credit cards.

We accept payments made using Visa, Master and American Express credit cards. To pay using your credit card, you will need your card number, expiry date, three-digit CVV number (found on the backside of your card). After entering these details, you will be redirected to the bank's page for entering the online 3D Secure password.

Debit cards

We accept payments made using Visa, Master and American Express debit cards. To pay using your debit card at checkout, you will need your card number, expiry date (optional for Maestro cards), three-digit CVV number (optional for Maestro cards). You will then be redirected to your bank's secure page for entering your online password (issued by your bank) to complete the payment.

Question: Is it safe to use my credit/debit card on Vieroots?

Your online transaction is secure with the highest levels of transaction security currently available on the Internet. Vieroots uses encryption technology to protect your card information while securely transmitting it to the respective banks for payment processing. All credit card and debit card payments on Vieroots are processed through secure and trusted payment gateways managed by leading banks. Banks now use the 3D Secure password service for online transactions, providing an additional layer of security through identity verification.

Question: What steps does Vieroots take to prevent card fraud?

Vieroots realizes the importance of a strong fraud detection and resolution capability. We and our online payments partners monitor transactions continuously for suspicious activity and flag potentially fraudulent transactions for manual verification by our team.

In the extremely rare instances when our team is unable to rule out the possibility of fraud categorically, the transaction is kept on hold, and the customer is requested to provide identity documents. The ID documents help us ensure that the payment is being made by a genuine card holder. We apologize for any inconvenience that may be caused to customers and request them to bear with us in the larger interest of ensuring a safe and secure environment for online transactions. We urge our customers to diligently protect against any fraudulent use of their card. Vieroots would not be held responsible for any unauthorized usage of your cards.

Question: What is a 3D Secure password?

A 3D Secure password adds an additional layer of security through identity verification for your online credit/debit card transactions. This password, which is created by you, is known only to you and ensures that only you can use your card for online purchases.

Question: Can I use my bank's Internet Banking feature to make a payment?

Yes. Vieroots offers you the convenience of using your bank's Internet Banking service to make a payment towards your order. With this you can directly transfer funds from your bank account, while conducting a highly secure transaction.

We accept payment through Net Banking for the following banks:

AXIS Bank, Airtel Payments Bank, Andhra Bank, Bank of India, Bank of Maharashtra, Canara Bank, Catholic Syrian Bank, Central Bank of India, City Union Bank, Corporation Bank, Cosmos Bank, DCB bank, Dena Bank, Deutsche Bank, Dhanlaxmi Bank, Federal Bank, HDFC bank, ICICI Net Banking, IDBI Bank, IDFC Net banking, Indian Bank, Indian Overseas Bank, IndusInd Bank, Jammu and Kashmir Bank, Janata Sahakari Bank Pune, Karnataka bank, Karur Vysya – Corporate Net banking, Karur Vysa – Retail Net Banking, Kotak Mahindra Bank, Lakshmi Vilas Bank – Corporate Net banking, Lakshmi Vilas Bank – Retail Net banking, Oriental Bank of Commerce, Punjab and Maharashtra Co-operative Bank Limited, Punjab and Sind Bank, Punjab National Bank – Retail Banking, Saraswat Bank, Shamrao Vithal Co-operative Bank Ltd, South Indian Bank, State bank of India, Syndicate Bank, Tamilnad Mercantile Bank, The Bharat Co-op. Bank Ltd, The Nainital Bank, UCO bank, Union Bank – Corporate Net banking, Union Bank – Retail Net Banking, United Bank of India, Vijaya Bank, Yes Bank.

Question: Can I make a credit/debit card or Internet Banking payment on Vieroots through my mobile?

Yes, you can make credit card payments through the Vieroots mobile site and App. Vieroots uses encryption technology to protect your card information while securely transmitting it to the secure and trusted payment gateways managed by leading banks.

Question: My transaction failed but the money was deducted from my account. What do I do?

Please contact us at +917907765165, within 24 hours of such deduction of money from your account, and we will contact our payment partner and refer the matter to them immediately.

END USER LICENCE AGREEMENT

THIS END-USER LICENSE AGREEMENT ("**EULA**") IS A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND VIERROOTS WELLNESS SOLUTIONS PRIVATE LIMITED ("**COMPANY**"). BY CLICKING ON THE "I AGREE" BUTTON BELOW AND BY INSTALLING OR OTHERWISE USING THE EPLIMO APPLICATION (THE "APP") ON YOUR CELLULAR MOBILE PHONE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT OR THE TERMS AND CONDITIONS ON THE CELLULAR MOBILE PHONE / START-UP APPLICATION, THEN DO NOT CLICK "I AGREE" OR INSTALL, COPY AND/OR USE THE APPLICATION.

YOU MUST SCROLL DOWN TO THE END OF THIS EULA BEFORE YOU AGREE TO IT AND CONTINUE WITH THE INSTALLATION.

1. LICENSE

1. Subject to the terms and conditions of this EULA, the Company hereby grants you a limited, non-commercial, non-sub-licensable, non-exclusive, non-transferable right to install and use the App on one portable wireless device. You may not make the App available over a network where it could be used on multiple devices at the same time.
2. The term "App" includes any patches, revisions, updates, upgrades, software, code, files, images and other embedded software or replacements of the App (the "**Revisions**") that may be delivered to you or that you may receive or that may be released by Company, unless other terms and conditions are provided with the Revisions. If such terms and conditions are provided, you will have to agree to those terms and conditions before you are entitled to receive the Revisions. You also agree that upon the installation of any Revisions, you are only permitted to use the App as modified by the Revisions. You shall not either directly or indirectly, or through any third party, modify, adapt, translate, redistribute, rent, lend, network, lease, loan, issue, resell, for profit, or create derivate works based on the App and any portion thereof.
3. You acknowledge that by installing the App on your cellular mobile phone, the App may aggregate, collect, retain or transmit to secure servers personal information such as, but not limited to, contact information, the serial number and IMEI number of your wireless device or cellular mobile phone. You hereby consent to the App collecting and storing such information on Company' servers and to receive calls from us, from time to time regarding updates of your progress from using the App and promotional information or offers in connection with the Services provided under the App.

2. RESTRICTIONS ON USE

1. The following restrictions shall apply to your use of the App and the license granted herein:
 1. You hereby acknowledge and agree to use the App as permitted in this Agreement;
 2. You shall not copy or reproduce any portion of the App;
 3. You shall only use the App for your own personal, non-commercial use;
 4. You shall not distribute, share, transfer, sell, lease or rent the App or any part of it to any other person;
 5. You shall not change, alter, modify or create derivative works, enhancements, extensions or add-ons to the App or any part of it;
 6. You shall not remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of the Company or its affiliates, partners, suppliers, or the licensors of the App;
 7. You shall not use the App for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended;
 8. You shall not use any electronic communication feature of the App for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful.
 9. You shall not use any proprietary information or interfaces of the Company or other intellectual property of the Company in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the App;
 10. You will not collect or store personal information about other users.
 11. You shall not decompile, reverse engineer or disassemble the App or any part of it either in whole or any portion of any component, thereof and in anyway create, develop or derive, including without limitation to any operational, technical, programming technique/sequence, feature, interface, algorithm, video, audio, imaging, graphics, applets, texts, animations, routine or conditions from the App; and
 12. Violate any applicable laws, rules or regulations in connection with your access or use of the App;
 13. You will at all times comply with, and will not circumvent or attempt to circumvent, any of the restrictions on use set forth anywhere in this EULA.

3. DATA CHARGES

1. You acknowledge that applicable network/data charges may be incurred through your use of the App and you agree that you are responsible for any and all such charges that may be charged to you and that Company shall have

no liability to you whatsoever in respect of such charges. You also agree that the charges incurred through your use of the App are dependent on your agreement with your service provider and that Company has absolutely no liability to you in respect of such charges. You agree that use of the App whilst outside your home circle might incur additional roaming charges and agree to be solely liable for such charges. Company has no liability to you in respect of such charges.

4. INTELLECTUAL PROPERTY RIGHTS

1. The App may features trademarks, logos, service marks, product names and designations, by making these trademarks available through the App and in content, the Company is not selling you the App to use it in any manner, and you are not granted any rights under any of Company's intellectual property rights.
2. This EULA does not grant you any rights to trademarks, copyrights or patents of the Licensor.
3. Any unauthorized copying, displaying, selling or distributing or other use of any content or App is a violation of the law.

5. DISCLAIMER

1. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ARE INSTALLING AND USING THE APP AT YOUR OWN RISK. THE APP AND ALL DATA AND CONTENT PROVIDED THROUGH THE APP IS PROVIDED "AS IS", "WITH ALL FAULTS" AND WITHOUT WARRANTY, TERMS OR CONDITIONS OF ANY KIND. THE COMPANY AND EACH OF ITS LICENSEES, AFFILIATES AND AUTHORIZED REPRESENTATIVES (THE "PARTIES" OR "PARTY") EXPRESSLY AND SPECIFICALLY DISCLAIM ALL WARRANTIES, TERMS OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A GENERAL OR PARTICULAR PURPOSE WITH RESPECT TO THE APP AND CONTENT OR THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE COMPANY CANNOT AND DOES NOT WARRANT THAT THE APP WILL OPERATE WITHOUT INTERRUPTIONS, THAT IT WILL BE FREE FROM VIRUSES AND ERRORS, OR THAT THE APP WILL NOT INTERFERE WITH THE FUNCTIONING OF OTHER SOFTWARE OR PROGRAMS INSTALLED ON YOUR CELLULAR MOBILE DEVICE AND WILL MEET YOUR REQUIREMENTS. NO ORAL, WRITTEN OR ELECTRONIC INFORMATION OR ADVICE GIVEN BY ANY PARTY SHALL CREATE ANY WARRANTY, TERM OR CONDITION WITH RESPECT TO THE APP OR OTHERWISE.
2. THE APP MAY BE SUBJECT TO BREACHES OF SECURITY AND THE COMPANY SHALL NOT BE HELD RESPONSIBLE FOR ANY RESULTING DAMAGE TO ANY USER'S DEVICE FROM ANY SUCH BREACH INCLUDING BUT NOT LIMITED TO ANY VIRUS, BUGS,

TAMPERING, UNAUTHORIZED, INTERVENTION, OMISSION, DELETION, DEFECT.

3. THE COMPANY PROVIDES NO ASSURANCE THAT ANY SPECIFIC ERRORS OR DISCREPANCIES WILL BE CORRECTED.
4. THE COMPANY IS NOT LIABLE FOR ANY NETWORK FAULTS OR DOWNTIME IN NETWORK SERVICES. YOU AGREE AND ACKNOWLEDGE THAT RELAY OF TEXT MESSAGES IS NETWORK DEPENDANT AND COMPANY IS NOT RESPONSIBLE FOR ANY MESSAGES FAILING TO REACH THEIR INTENDED RECIPIENTS.
5. THE APP USES THE READ ONLY MEMORY (ROM) OF YOUR CELLULAR MOBILE PHONE TO FUNCTION EFFICIENTLY AND EFFECTIVELY. YOU AGREE AND ACKNOWLEDGE THAT THE APP MIGHT AUTOMATICALLY HIBERNATE OR GO INTO STAND BY MODE IS THE ROM ON YOUR CELLULAR MOBILE PHONE IS INSUFFICIENT TO RUN THE OEM APPS AND FUNCTIONS. THE COMPANY IS NOT RESPONSIBLE FOR THE APP HIBERNATING AND YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE TO KEEP YOUR CELLULAR MOBILE PHONE OPTIMIZED.
6. IT IS POSSIBLE THAT THE APP MAY GET LOCKED OR STOP WORKING IF THE DATA ON YOUR CELLULAR MOBILE PHONE CAUSES YOUR PHONE TO CRASH OR REQUIRES THE OPERATING SOFTWARE TO BE REINSTALLED. THE COMPANY IS NOT LIABLE OR RESPONSIBLE TO YOU IN ANY MANNER WHATSOEVER FOR SUCH AN OCCURRENCE.

6. LIMITATION OF LIABILITY

1. YOU UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCE WILL THE COMPANY, ITS AGENTS, LICENSORS OR SUPPLIERS BE LIABLE TO YOU ON ACCOUNT FOR DAMAGES OF ANY KIND, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE YOUR MISUSE OF THE SOFTWARE. THE COMPANY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES INCLUDING BUT NOT LIMITED TO DAMAGES OF PERSONAL INJURY, EITHER DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE, ARISING OUT OF THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, TERM OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY MISREPRESENTATION, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR ANY OTHER LEGAL THEORY ARISING OUT OF, OR RELATED TO, THIS AGREEMENT OR YOUR USE OF THE APP (SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, BUSINESS INTERRUPTION, SAVINGS, LOSS OF PRIVACY OR ANY OTHER PECUNIARY LOSS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF USE OF THE APP OR THE CELLULAR MOBILE DEVICE OR ANY ASSOCIATED EQUIPMENT OR DOCUMENTS), EVEN IF COMPANY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE ENTIRE LIABILITY OF COMPANY SHALL BE LIMITED TO THE AMOUNT PAID BY YOU TO SUBSCRIBE TO THE SERVICES PROVIDED ON THE APP.

7. DAMAGES

1. You shall defend and hold Company harmless from and against any and all liabilities, damages, costs, expenses or losses arising out of your improper or unauthorized use of the App, your negligent or wrongful acts, your violation of any applicable laws or regulations, and/or your breach of any provision of this EULA.

8. EVALUATION TERM & TERMINATION

1. Any license not purchased for the full license fee and any trial version, are provided for a limited duration and for the limited purpose expressly communicated to you in connection with the App. At the end of the evaluation/trial period, you will cease use of the App, remove the App from your cellular mobile device and destroy all copies of the App. Failure to remove the App shall be a breach of this EULA.
2. You agree that the App may automatically disable itself at the end of the evaluation/trial period and consent to such disabling feature. You also agree that Company may send you reminders to purchase a permanent license key, whether during or after the evaluation/trial version.
3. You agree that any evaluation/trial version is not full-featured and the use of certain features of the App may be disabled or limited in any manner deemed appropriate. You may activate all features of the App by purchasing a license key as communicated to you.
4. Without prejudice to any other rights, Company may terminate this EULA if you fail to comply with or breach the terms and conditions of this EULA or for any other reason upon delivery of notice, unless such breach, where capable of cure, is cured by you immediately upon receipt of a notice of such breach from the Company. In such event, you must cease use of the App and destroy all copies of the App and all of its component parts and associated documents. You agree that Company may remotely disable the App in the event of termination under this section.

9. ENTIRE AGREEMENT

1. This EULA constitutes the entire agreement between you and Company relating to the App and supersedes all prior or contemporaneous oral or written communications including but not limited to any terms and conditions of purchase, proposals and representations with respect to the App or any other subject matter covered by this EULA. The headings in this agreement are for convenience and reference only and do not affect the interpretation of this EULA.
2. The provisions of the terms of service set out above and privacy policy set out below shall be read together with this EULA and are deemed to be an integral

part of this EULA. While this EULA governs your use of the App, the terms of service and privacy policy govern your access and use of the services offered on the Vieroots website and the EPLIMO App.

10. SEVERABILITY

1. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, by a court of competent jurisdiction then other provisions shall continue in full force and effect. Such invalid or unenforceable provision(s) shall be replaced by (a) valid and enforceable one(s) which achieve(s) to the extent possible the original purpose of the invalid provision(s).

11. GOVERNING LAW

1. The laws of the republic of India govern this EULA. All disputes are subject to the jurisdiction of the courts in Bengaluru and you submit to such jurisdiction.

12. REFUND POLICY

1. There shall be no refunds or cancellations entertained or initiated in respect of Product purchases made by Users on the Marketplace (as defined in the terms of use).

13. GRIEVANCE OFFICER

1. In accordance with Information Technology Act 2000 and rules made there under, the name and contact details of the Grievance Officer are provided below:

In the event of any complaints or concerns with respect to the website or our services, please contact our Grievance Redressal Officer Mr. Sachin Shenoy at: complaints@Vieroots.com or +91 96635 69495.

PRIVACY POLICY

This privacy policy (“**Policy**”) was formed on August 25, 2019. We may occasionally make changes to the Policy. If we do, we shall notify either by sending you an e-mail or sending you a notification through our mobile application (“**App**”). Please make sure to read such notices carefully.

We hold the sincere belief that you should always know what data we collect from you, the purposes for which such data is used, and that you should have the ability to make informed decisions about what data you want to share with us.

This is why we want to be fully transparent about: (i) how and why we collect, store, share and use your personal data through the various capacities in which you interact with us; and (ii) the rights that you have to determine the parameters of this interaction.

While we would strongly advise you to read the Policy in full, the following summary will give you a snapshot of the salient points covered herein:

- This Policy details the critical aspects governing your personal data relationship with ‘Vieroots’ which is owned and operated by Vieroots Wellness Solutions Private Limited, a company incorporated under the laws of India, and having its registered office at S48, Vatika Business Centre, Divyasree Chambers, Langford Town, Bangalore- 560 025, Karnataka, India;
- Your personal data relationship with Vieroots varies based on the capacity in which you interact with us/avail of our products and services (“**Services**”). You could be: (i) a visitor to <https://www.vieroots.com> (“**Website**”) or any pages thereof (“**Visitor**”); or (ii) a person who has an account with Vieroots to avail our Services (“**Registered User**”);
- Based on whether you are a Visitor or Registered User, the type of data we collect and the purpose for which we use it will differ and this Policy details such variations;
- This Policy applies to all the Services provided by Vieroots through the Website, App or any other associated website of Vieroots;
- This Policy is a part of and should be read in conjunction with our Terms of Service; and
- This Policy will clarify the rights available to you vis-à-vis the personal data you share with us.

If you have any queries or concerns with this Policy, please contact our Grievance Officer. If you do not agree with the Policy, we would advise you to not visit/use the Website or the App.

1. INFORMATION WE COLLECT AND HOW WE USE IT

TYPE OF USER	VISITOR	REGISTERED USER
WHAT DATA WE MAY COLLECT	<ol style="list-style-type: none"> 1. Your IP Address; 2. Your location; 3. How you behave on the Website, (what pages you land on, how much time you spend, etc.); 4. What device you use to access the Website and its details (model, operating system, etc.); and 5. Cookies and web beacon data. 	<ol style="list-style-type: none"> 1. Your name, age, gender, phone number, e-mail address, mailing address; 2. Your height, weight; 3. Your lifestyle, food preferences, medical conditions (if any), health goals or other fitness regimes; 4. Your genetic and metabolic data 5. Your ethnicity, genetics, health or sexual orientation; 6. Username or other relevant unique identifier;

		<p>7. How you behave on the Website, (what pages you land on, how much time you spend, etc.);</p> <p>8. Credit card/debit card/other payment mode information to facilitate payments for our Services;</p> <p>9. Your IP Address;</p> <p>10. Your location unless you deactivate location services in the relevant section of the Website/App;</p> <p>11. How you behave in the relevant product environment and use the features;</p> <p>12. What device you use to access the Website/App and its details (model, operating system, etc.); and</p> <p>13. Cookies and web beacon data.</p>
<p>HOW AND WHY WE USE IT</p>	<p>We use this information to analyse and identify your behaviour and enhance the interactions you have with the Website.</p> <p>If you submit your details and give us your consent, we may use your data to send you e-mails/newsletters, re-target Vieroost advertisements or re-market our Services using services from third-parties like Facebook and Google.</p>	<p>We collect this data in order to help you register for and facilitate provision of our Services.</p> <p>We use this data to show age appropriate content and advertisements.</p> <p>We use this data to track your nutrition, weight and fitness regimes.</p> <p>We use this data to provide you lifestyle recommendations and also to update you with latest information about wellness</p> <p>We use the data from the device you access our Website/App to identify the login information of multiple users from the same device.</p> <p>We use this data to prepare a specific diet plan and training regime for you.</p> <p>We use this data to enable you to make payments for our Services. We use a</p>

		<p>third-party service provider to manage payment processing. This service provider is not permitted to store, retain, or use information you provide except for the sole purpose of payment processing on our behalf</p> <p>We use this data for processing your requests, enquiries and complaints, customer services and related activities.</p> <p>We use this data to communicate about existing or new offers, content, advertisements, surveys, key policies or other administrative information.</p> <p>We also use this data to provide you with informative features and services that are developed by us from time to time.</p> <p>We also use this data for providing, testing, improving, or recommending the Services.</p> <p>We also use this data for analytics and reviews to improve the Services.</p> <p>We also use this data to provide support to law enforcement agencies or in connection with an investigation on matters related to public safety, as permitted by law or anti-fraud activities/systems.</p> <p>If you give us your consent, we may send you newsletters and emails to market other products and services we may provide.</p>
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SPECIAL CATEGORIES OF PERSONAL DATA

We may collect and process ‘special categories of personal data’ such as ethnic origin, genetics, health or sexual orientation, which are considered sensitive. We use this special category of personal data, for example to provide specialized and personalised lifestyle modification including diet plan and exercise routines. We require your explicit consent to collect and process special categories of personal data. You may refuse or revoke your consent at any time, please see the section about 'Your Rights & Preferences As A Data

Subject In The EU' below. A limited number of our personnel will have access to special categories of personal data provided by you.

WHAT ARE THE COOKIES AND WEB BEACONS REFERRED TO ABOVE?

TYPE OF FILE	COOKIES	WEB BEACON
WHAT THEY DO	<p>Cookies are text files which are sent from our server and downloaded to your device when you visit our Website.</p> <p>They are useful because they allow us to recognize your device when you return. You can disable them through your browser should you so wish.</p> <p>We use cookies to see which parts of our Website are used by Registered Users/Visitors and to record the number of visits to our Website.</p> <p>You can find more information about cookies at: www.allaboutcookies.org</p>	<p>Web beacon (also known as Clear GIF, Web Bugs or Pixel Tag) is a tiny picture file embedded on the Website/App that tracks your behaviour and navigation. It is similar to a cookie in what it does, but it does not get downloaded on to your device.</p> <p>We use web beacons to manage cookies, record visits, and to learn marketing metrics. We also use web beacons to track and monitor email opening rates as well as link clicks.</p> <p>You can find more information about web beacons at: http://www.allaboutcookies.org/faqs/beacons.html</p>
WHAT THEY WON'T DO	<ul style="list-style-type: none"> • Contain any executable software, malicious code or virus. 	

Usually, browsers have default setting to accept cookies until you change your browser settings. You can choose to reject and remove cookies from our Website by changing your browser settings. If you reject or remove our cookies, it could affect how our Website works.

FOR THE AVOIDANCE OF ANY DOUBT, WE SHOULD CLARIFY THAT IN THE EVENT WE ANONYMIZE AND AGGREGATE INFORMATION COLLECTED FROM YOU, WE WILL BE ENTITLED TO USE SUCH ANONYMIZED DATA FREELY, WITHOUT ANY RESTRICTIONS OTHER THAN THOSE SET OUT UNDER APPLICABLE LAW.

2. YOUR RIGHTS & PREFERENCES AS A DATA SUBJECT IN THE EU

It might have come to your attention that a new law was passed in the European Union (EU) called the General Data Protection Regulation (GDPR). The GDPR gives certain rights to individuals who are EU data subjects, in relation to their personal data.

Subject to the GDPR and applicable law's limitations, the rights afforded to you if you are an EU data subject are:

RIGHT TO BE INFORMED You have a right to be informed about the manner in which any of your personal data is collected or used which we have endeavoured to do by way of this Policy.	RIGHT OF ACCESS You have a right to access the personal data you have provided by requesting us to provide you with the same.
RIGHT TO RECTIFICATION You have a right to request us to amend or update your personal data if it is inaccurate or incomplete.	RIGHT TO ERASURE You have a right to request us to delete your personal data.
RIGHT TO RESTRICT You have a right to request us to temporarily or permanently stop processing all or some of your personal data.	RIGHT TO OBJECT You have a right, at any time, to object to our processing of your personal data under certain circumstances. You have an absolute right to object to us processing your personal data for the purposes of direct marketing.
RIGHT TO DATA PORTABILITY You have a right to request us to provide you with a copy of your personal data in electronic format and you can transmit that personal data for using another third-party's product/service.	RIGHT NOT TO BE SUBJECT TO AUTOMATED DECISION-MAKING You have a right to not be subject to a decision based solely on automated decision making, including profiling.

In case you want to exercise the rights set out above you can contact our Grievance Officer whose details are set out in Section 13 below.

The data provided by you as a Visitor, or when you sign up as a Registered User for our Services will be processed by us for the purpose of rendering Services to you or in order to take steps prior to rendering such Services, at your request. Where such data is not being used by us to render Services to you, we shall explicitly seek your consent for using the same. You can choose to withdraw this consent at any time by writing to us at support@vieroots.com Additionally, we may process your data to serve legitimate interests.

Accordingly, the grounds on which we can engage in processing are as follows:

NATURE OF DATA	GROUND S
Visitor Data	<ul style="list-style-type: none">• Consent;• Performance of a Contract; and• Legitimate Interest.
Account Registration Data	<ul style="list-style-type: none">• Performance of a Contract; and• Legitimate Interest.
Special Categories of Personal Data	<ul style="list-style-type: none">• Consent; and• Performance of a Contract.
Payment Data	<ul style="list-style-type: none">• Legitimate Interest; and• Performance of a Contract; and• Compliance with applicable laws.
Service Usage Data	<ul style="list-style-type: none">• Performance of a Contract; and• Legitimate Interest.
Data for Marketing our Services	<ul style="list-style-type: none">• Consent; and• Legitimate Interest.
Personal Stories	<ul style="list-style-type: none">• Consent.

If you believe we have used your personal data in violation of the rights above or have not responded to your objections, you may lodge a complaint with your local supervisory authority.

3. PUBLISHED CONTENT

Any success stories, comments, messages, blogs, scribbles etc. posted/ uploaded/ conveyed/ communicated by you on the public sections of the Website/App becomes published content. We may publish such published content on our Website/App so long as you consent. You may request that such published content be taken down at any time and we shall remove such published content. However, we are not responsible for any actions taken by third-parties with respect to such published content.

4. INFORMATION WE GET FROM OTHERS

We may receive data about you from other sources i.e., expert calls, smart watch, surveys, and such data may be added to our Website/App from time to time. Such data may include your behaviour towards various content posted on our Website/App from other sources. We use the data collected from other sources to prepare a specific diet plan and training regime for you. We also use this data for providing, testing, improving, or recommending the Services.

5. RETENTION OF PERSONAL INFORMATION

We will store any personal data we collect from you as long as it is necessary in order to facilitate your use of the Services and for ancillary legitimate and essential business purposes – these include, without limitation, for improving our Services, attending to technical issues, and dealing with disputes.

Your personal data will primarily be stored in electronic form. We may enter into agreement with third parties to collect, store, process your personal data but under full compliance with applicable laws. In the event, you have any telephonic interactions with our customer representatives, the call data is recorded and stored on the Amazon Web Services (AWS) for training and quality purposes.

We may need to retain your personal data even if you seek deletion thereof, if it is needed to comply with our legal obligations, resolve disputes and enforce our agreements.

If you are a Registered User, please be advised that after you terminate your usage of a Service, we may, unless legally prohibited, delete all data provided or collected by you from our servers.

6. TRACKING BY OUR ADVERTISEMENT PARTNERS

Upon receiving your specific consent, we may share the data we collect from cookies or web beacons with our advertisement partners to track your visits, establish your non-personal identity and present you with targeted advertisements about our Services.

7. COMPLIANCE WITH CHILDREN'S ONLINE PRIVACY PROTECTION ACT

As a business service, we neither knowingly collect or store nor use any personal data of any individuals under the age of 13. We do not target our Services towards individuals under the age of 13. Individuals under the age of 13 should seek the consent of their parents before providing any information about themselves, their parents, or other family members on our Website/App.

8. TRANSFER OF INFORMATION

In the ordinary course of business, we may employ other companies and people to assist us in providing certain components of our Services in compliance with the provisions of this Policy. To do so, we may need to share your data with them.

Where applicable – if the entities to which these transfers are effected are not situated in countries deemed 'adequate' by the European Commission or are not registered under the EU-US Privacy Shield framework, we shall enter into appropriate Data Protection Addendums with the transferee parties that comprehensively protect your data. We shall also put in place industry-standard technical and organizational measures (including robust data handling policies) to ensure that such transfers are completed in accordance with applicable laws.

Some of the examples of where we may sub-contract processing activities to third parties include—record keeping, data analysis, marketing assistance, processing payments, and providing customer service.

9. THIRD PARTY LINKS

We may display links to third-party websites or applications on our Website or App for advertising or providing you with relevant content. We will not be responsible for such third-party websites or applications if you choose to access them. If you provide any data to such website/application, please ensure you read their policies given that you will no longer be bound by this Policy in doing so.

We may receive data whenever you visit a third-party link through our Website/App which includes the date and time of your visit to the third-party website, the web address or URL, technical information about the IP address, browser and the operating system you use and, if you are logged into Vieroots, your username.

10. COMPELLED DISCLOSURE

In addition to the purposes set out in the Policy, we may disclose any data we collected or processed from you if it is required:

- under applicable law or to respond to a legal process, such as a search warrant, court order, or subpoena;
- to protect our safety, your safety or the safety of others or in the legitimate interest of any party in the context of national security, law enforcement, litigation, criminal investigation or to prevent death or imminent bodily harm;
- to investigate fraud, credit risk or violation of our Acceptable Use Policy;
- in connection with legal proceedings brought against Vieroots, its officers, employees, affiliates, customers or vendors;
- to establish, exercise, protect, defend and enforce our legal rights; or
- when we do a business deal or negotiate a business deal, or our assets are merged or acquired by the other business entity, or during restructuring of business or re-organization, we may have to share information provided by you with the other business entities.

10. SECURITY OF YOUR PERSONAL INFORMATION

We implement industry-standard technical and organizational measures by using a variety of security technologies and procedures to help protect your data from unauthorized access, use, loss, destruction or disclosure. When we collect particularly sensitive data (such as a credit card number or your geo-location), it is encrypted using industry-standard cryptographic techniques including but not limited to PBKDF2, AES256, TLS1.2 & SHA256.

The collection, storage, usage, and sharing of your data by the Company shall be in compliance with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and other applicable laws.

Your password is your first line of defence once you set up a Vieroots account, we recommend that you set a strong password which you never share with anyone.

We have taken appropriate steps for the security and protection of all our digital platforms including internal applications, however, we shall not be responsible for any breach of security or the disclosure of personal data for reasons outside our control, such as hacking, social engineering, cyber terrorism, espionage by third parties, or any events by way of force majeure such as sabotage, fire, flood, explosion, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war or acts of government.

12. ACCESS, CORRECTION & DELETION

You may request access, correction or updation, and deletion of the data by contacting support@vieroots.com You may note that deletion of certain data or withdrawal of consent may lead to cancellation of your registration with us or your access to our Services.

Based on technical feasibility, we will provide you with access to all your personal and sensitive personal data that we maintain about you. We will perform verification before providing you access to this data.

You may opt out of our marketing emails by clicking on the ‘opt-out’ link provided in the emails. However, we may still send you non-marketing emails about your accounts or any other transactions with you.

13. GRIEVANCE OFFICER

Name	Sachin Shenoy
ADDRESS:	S48, Vatika Business Centre, Divyasree Chambers, Lanford Town, Bangalore- 560 025, Karnataka, India
TELEPHONE:	+91 7907765165
EMAIL:	complaints@vieroots.com