**Terms of Service**

Last update on 1st Feb, 2024

This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures. This is a legal and binding agreement between you, the user ("User" or "You") of the Services, as defined below, Vedyah Vast Private Limited (“Vedyah”, “Us”, “We”, “Our” or “Company”, which includes its successors or assigns). BY ACCEPTING THESE TERMS OF USE IN ANY MANNER OR ACCESSING THIS WEBSITE, YOU CONSENT, AGREE AND UNDERTAKE TO ABIDE, BE BOUND BY AND ADHERE TO THE TERMS OF USE and the Privacy Policy accessible at <https://bmswellnest.com/bms_web_live> and any other terms which govern the Site (together referred to as "Terms of Use" or "Terms" or "Terms and Conditions") These terms should be read along with Vedyah’s Privacy Policy, and all applicable laws, rules, regulations and guidelines governing this document (collectively, this "Agreement"). And if you do not agree to these terms of use, you are not entitled to avail of / use the services and any use thereafter shall be unauthorized .

Welcome to the terms of use (“Terms”) for the Vedyah Website (“Vedyah”, “Website”, available at: Vedyah.video) and the App titled “Vedyah” (as defined below). Vedyah Vast Private Limited (“Vedyah”, “Us”, “We”, “Our” or “Company”, which includes its successors or assigns) is the owner of Vedyah and the App and provides You (as defined below) and its other Authorized Users (as defined below) with a personalized content viewing experience through Vedyah and the App (as defined below).

By installing, downloading, accessing, updating, subscribing, upgrading, or otherwise using the Services and Content, You consent to: (1) fully complying with this Agreement (Terms available at <https://bmswellnest.com/bms_web_live> ), (2) using the Services and Content only as per the manner and purpose provided under this Agreement, and (3) being solely responsible for the transfer of any payments made through Website/App in exchange for accessing the Services requested by You. By interacting with the Website/App or otherwise availing the Services, You confirm that You accept this Agreement and agree to abide by the same. If You do not agree with the provisions of this Agreement in entirety, do not Interact with Website/or the App. Further, in case of disagreement with the above, You are not entitled to avail, use and access any of the Content and Services, and any use thereafter shall be unauthorized.

1. DEFINITIONS

“Account Information” shall mean Your information, including Personal Information, that We require in order for You to effectively use Our Services (as detailed below).

“Vedyah Affiliates” shall mean Vedyah’s directors, agents, officers, employees, agents, affiliates, successors, assigns, managers, members, subsidiaries, group companies partners, attorneys and service providers (such as directors, producers, licensors).

“App” shall mean the Vedyah application named Vedyah that can be accessed and used by Authorized Users to avail the Services through the Authorized Devices.

“Authorized Devices” shall refer to the computers, televisions, mobiles, tablets, and other devices that are compatible and permitted by the Agreement for accessing Content and Services via the App.

“Authorized Users” shall mean the Users who have selected a valid Subscription plan and paid the relevant Subscription Fees to Vedyah (along with free trials as per Clause 2.9), in accordance with the Terms.

“Content” shall include, but not be limited to, the available audio, visual and audio-visual content such as movies, web-series, documentaries, music, etc. that are provided to Authorized Users through Website and the App

“Personal Information” shall have the meaning assigned to this term under the IT (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, and includes any analogous meaning(s) provided under the applicable laws of the Users (for e.g., “Personal Data” defined under the European Union’s General Data Protection Regulation 2016/679).

“Profile” shall refer to the account created on Website or on the App that contains Your Account Information.

“Service(s)” shall mean the access, use and/or viewing of certain Content displayed, recommended or provided by Vedyah to Authorized Users, along with all features and functionalities; tools; materials; applications; user interface; recommendations; comments; reviews; contests, etc. provided via Website and the App.

“SPD” or “Sensitive Personal Data” shall have the meaning assigned to this term under the IT (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, and includes any analogous meaning(s) provided under the applicable laws of the Users (for e.g., “Genetic Data” and “Biometric Data” defined under the European Union’s General Data Protection Regulation 2016/679).

“User” or “You” or “Your” or “Yours” shall refer to all Authorized Users of the Services, along with other users and any third-party who use Vedyah’s Content and the Services in any way whatsoever, and further includes any person who contributes any information, content, private and public messages, advertisements and any other materials or services on, or towards, Website, App, Content and/or the Services.

2. TERMS OF SERVICES

a. Introduction to Service Features

Vedyah is providing the Services to its Authorized Users through Website and the App, that are interactive platforms created for Your engagement, entertainment and personal use.

For a better experience, the Services personalize the content and features availed by You, including continuation of past content viewing, future content recommendations and other services that might interest You. However, Your right to use any Service and to access Content on Vedyah is conditional upon Your full compliance with the terms and conditions of the Agreement.

b. Creation of Your Profile

In order to use the Services offered by Us on Website/App, You are required to create a Profile and provide Us with the requested Account Information. You shall provide true, accurate, current and complete information when creating Your Profile. Upon creating the Profile, You may use the Services subject to fully agreeing and abiding with the Agreement.

You acknowledge and agree Your registration details and any other data collected by Vedyah is subject to Vedyah’s Privacy Policy. In order to render the Services effectively, Vedyah may collect information such as language, location, contact details, address, time zone where the Services are used, and use these to provide content recommendations, in accordance with this Agreement.

c. Access to Content

Content will be made available to Authorized Users upon their Subscription to the Services (other than free trials as provided in the Terms) through Website and the App, subject to this Agreement.

If You are below the age of majority in your jurisdiction, You may use the Service only with the consent, guidance and supervision of a parent or legal guardian. If You are a minor and continue accessing the Service, Vedyah will assume that You have reviewed this Agreement with Your parent/legal guardian and Your parent/legal guardian understands and agrees to it on Your behalf.

If You are below the age of majority in your jurisdiction, You and Your parents/legal guardians confirm that the Service is offered to You for Your enjoyment and these Terms shall constitute a legally binding user agreement between the Company and Your parents/legal guardians who are contracting on behalf of You.

To clarify, where Users are below the age of majority, all references to "User", "You" and "Your" shall mean and include You and Your parents/legal guardians acting on Your behalf

Some Content offered on the Service may not be suitable for certain Users, and therefore, user discretion/parental discretion is advised. Also, some Content offered on the Service may not be appropriate for viewership by persons below the age of majority. Parents/legal guardians are advised to exercise discretion before allowing their children and/or wards to access this Service and/or any Content.

Vedyah may categorize and classify certain content and provide disclaimers with respect to the content, for viewers to choose such content for viewing. Some content offered on the site may not be suitable for some viewers and therefore viewer discretion is advised. Also, some content offered on the site may not be appropriate for viewership by children/ minors. Parents and/or legal guardians are advised to comply with applicable laws and exercise discretion before allowing their children and/or wards to access content on this website. Vedyah may display a content descriptor or guidance message that indicates and informs the viewer about age-inappropriate content for minors (for instance content tagged for viewership by minors aged 13 to 18 years). Your access to and use of the services is subject to these terms and conditions, privacy policy and all applicable laws, rules, and regulations.

d. User’s License

Vedyah grants You a limited, revocable, non-sub licensable, non-exclusive and non-transferable license to access and use the Content and Services on Website for your personal and non-commercial purposes, and only in accordance with the Agreement.

Please note that the availability and Your access to the Content and the Services is subject to Vedyah’s sole discretion and may be dependent upon Your geographical location. Further, You acknowledge that the Services are being rendered to You on the condition that not all Content or Services will be available to all Users. The Content and Services may vary based on Your location and time and would be subject to various parameters such as specifications, device, internet availability and speed, bandwidth etc. Thus, Vedyah may use technologies and methods to verify Your geographic location in order to effectively render the Services to You. You will not use any technology, technique (including impersonation), or other methods to change, obscure, disguise, or mislead Your location to Vedyah.

You hereby agree and acknowledge that You are accessing the Website/App and availing the Services at Your own risk, choice and initiative.

Vedyah expressly disclaims any liability arising out of the advertisements, usage or viewing of these products or services advertised on our Site or the (third party) content made available / hosted on the third-party site. Vedyah takes no responsibility for advertisements or any third-party material posted on the Site nor does it take any responsibility for the products or services provided by advertisers. Any dealings You have with advertisers found while using the Services are between You and the advertiser, and You agree that Vedyah is not liable for any loss or claim that You may have against an advertiser.

The Services are provided to You only on the terms that:

You will not copy, distribute, or make any derivative works of the Content and the Website/App in any medium, without Vedyah’s prior written consent,

You will not alter or modify any part of the Website/App, other than as may be reasonably necessary to use the Website/App for its intended purposes,

You will use the Services and Content, as well as otherwise act, in accordance with this Agreement and applicable laws, and

Not attempt, facilitate, induce, aid and abet, or encourage others to act in violation of this Agreement.

e. Compatible Systems

The Services can be availed through certain Authorized Devices which Vedyah approves from time to time, for which the current list of “Compatible Systems” is set out below. In some cases, whether an Authorized Device is (or remains) capable of running a Compatible System may depend on the software or platform provided or maintained by the relevant device manufacturer or other third parties. As a result, Authorized Devices that run Compatible System at one time may cease to run Compatible System(s) in the future.

The Website works best with:

- Latest version of Google Chrome

- Latest version of Firefox

- Latest version of Safari

- Latest version of Microsoft Edge

- Microsoft Windows 10 or above

- JavaScript and cookies enabled

The App works best as per the system requirements specified under the respective App stores and devices details, with a minimum system requirement of:

- Android v.7.1 or above

- iOS 12 or above

Vedyah at its sole discretion shall remove the APP from any Authorized Device including televisions, mobiles, tablets, and other devices as per its contractual terms with third parties, the User hereby agrees that the User shall not have any claims against Vedyah in the event of such removal of the APP from any Authorized Device.

f. User Duties & Commitments

You agree that Vedyah shall be under no liability whatsoever in the event of any non-availability of the Content and Services on the Website/App, or any portion thereof, that is directly or indirectly caused due to an act of God, war, disease, revolution, riot, civil commotion, internet outage, strike, lockout, flood, fire, satellite failure, failure of any public utility, man-made disaster, or any other cause beyond the reasonable control of Vedyah.

Further, You agree that Your use of the Services and the Content gives You the opportunity to view, publish, transmit, submit posts and/or comment in accordance with these Terms. You agree that You will not misuse the Content and/or User material that You access and view as part of the Service, including without limitation, by downloading/storing the Content illegally or via any other non-permitted means, or infringing any of Vedyah’s (such as the App, Website), Vedyah Affiliates, or licensor’s copyright, trademark, design and other intellectual property or proprietary rights.

You agree that the Content provided on the Website/App is strictly for Your private viewing only and not for public exhibition (regardless of any charges or not for such exhibition). You hereby agree to refrain from further broadcasting or making available the Content provided on the Website/App to any third party.

In case the Website/App allows You to download or stream any of the Content therein, You agree that You will not use, sell, transfer or transmit the Content to any third party; or upload the Content on any other website, webpage or software, directly or indirectly, such that it violates, or causes any damage or injury, to any rights of Vedyah, Vedyah Affiliates, Vedyah’s Licensor or any third party including privacy rights, publicity rights, and intellectual property rights.

You may encounter third party applications while using the Website/App, including, without limitation, websites, widgets, software, services that interact with the Website and App. Your use of such third-party applications shall be subject to such third-party’s terms of use, license terms and privacy policies. Vedyah shall not be liable for any representations, warranties or obligations made by such third-party applications to You in any manner whatsoever.

g. User Postings & General Restrictions

You shall not host, display, upload, modify, publish, transmit, update or share any information that belongs to, or relates to another User, and to which You have no right of access. Further, You shall act in full conformity of the following:

You shall not use the Services to upload, post, edit, transmit, link or otherwise deal with any information that is offensive, defamatory, obscene, vulgar, excessively violent, blasphemous, hateful, racially and ethnically inciteful, unlawful, threatens public health or safety, tortious, false or misleading, libelous, or discriminatory, or violates any applicable law in force in any manner whatsoever.

You shall not use the Services to:

harass or harm another person,

exploit or endanger a minor.

impersonate or attempt to impersonate any person or entity;

Violate any patent, trademark, trade secret, copyright, privacy, publicity or any other intellectual, industrial and/or proprietary rights of Vedyah, Vedyah Affiliates, Vedyah’s licensors or any other third party.

h. General Usage Policies

You shall not collect or use any information provided on the Website and App, and belonging to another User (Including Personal Information and Sensitive Personal Information), to impersonate or misrepresent such User, or to deceive or menace a third party, or for any commercial or solicitation purposes, or for facilitating/undertaking/aiding any other business by using the Content or Services in any manner whatsoever (For example, by attempting to distribute or advertise an index of any portion of the Content, organizing contests, sales).

You shall not use any information (a) that is provided on the Website and App, and/or (b) that is belonging to other User(s), in breach of applicable law, including the Information Technology Act, 2000 (as amended) and Copyright Act, 1957 (as amended).

You shall not take any action that unreasonably encumbers the Website’s and/or App’s infrastructure, or interferes or attempts to interfere with the proper functioning of the Website and App, or the delivery of the Services.

You shall not use any technology or automated system, using, but not limited to, “robots”, “spiders”, “offline readers”, “bots”, etc. (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices (but not caches or archives) of the Content, and excluding those search engines or indices that host, promote, or link to any infringing or unauthorized content) to access the Services or Content, Website/App App for any purpose whatsoever, without Vedyah’s prior written approval.

Use the Services to advertise or promote competing services;

You shall not in any manual or automated manner collect Users’ information, including but not limited to, names, addresses, phone numbers, or email addresses, through, but not limited to, a mirrored, competitive, or third-party site.

You shall not in any way transmit more request messages to the Website and/or App servers in a given period of time than a human can reasonably produce in the same period by using conventional methods.

You shall not directly or indirectly through the use of any device, software, internet site, web-based service, or by any other means:

remove, alter, bypass, avoid, violate, interfere with, or circumvent any patent, trade secret, copyright, design, trademark, or any other intellectual property or proprietary information relating to the Content, Services, Website and the App;

bypass any content protection or access control measure associated with the Content, Services, Website, and App, including but not limited to, geo-filtering mechanisms, parental controls, User information, etc.

Send or cause to be sent (directly or indirectly) unsolicited bulk messages or other unsolicited bulk communications of any kind through the Website or App. If You do so, You acknowledge You will have caused substantial harm to Vedyah, You agree to pay Vedyah for such damages caused by You without prejudice to any other rights of action that Vedyah may have against You in law or equity;

Participation in any contest(s) and/or game(s) on the Website/App, or viewing of certain Content, may be subject to further terms and conditions, and the same will be notified by Vedyah from time to time on the Website or otherwise.

i. Free Trial

Availability of free trial is solely at the discretion of Vedyah. Some of the Subscription plans, or limited time offers, may start with a free trial. This free trial period may last for any period of time determined by Vedyah on its sole discretion as provided by the Subscription plan/offer details. Your eligibility for a free trial, including the time and access to any Content during such free trial, is at the sole discretion of Vedyah. Further, such free trial(s) can be modified, suspended or terminated by Vedyah at any point of time without giving notice to You.

j. Subscription Fees:

The Content on the App and/or Website can only be availed by Authorized Users who conform to the provisions of this Agreement. To become an Authorized User, You may be required to provide Your Login Credentials that may contain Personal Information and Sensitive Personal Information, in order for you to effectively avail the Services. Further, in order to avail the Services as an Authorized User (“Subscription”), You may be required to make certain payments in the manner detailed below (“Subscription Fees”).

To facilitate Your viewership and access, the Services can be packaged by Vedyah through different subscription plans (at Vedyah’s sole discretion) such that the Content or Services may be accessible: (a) free of charge which may include advertisements or commercials, or (b) via subscription through payment of a subscription fee with or without advertisements/commercials or (c) via a pay-per-view model with or without advertisements/commercials or (d) with a combination of any of the foregoing.

Notwithstanding anything stated above, Vedyah reserves the right to change, terminate or otherwise amend the Subscription plans, Subscription Fees and billing cycles, at its sole discretion and at any time. Such amendments shall be effective upon posting on the Website/App and Your continued use of the Service shall be deemed to be Your conclusive acceptance of such amendments.

Further, Vedyah reserves the right to change, supplement, alter or remove any of the Content available to different subscription plans and subject to a Subscription Fee as it deems fit. Vedyah does not guarantee the availability of any specific/minimum Content under any subscription plan that is subject to a Subscription Fee. Vedyah shall have the discretion to (i) make certain Content that is a part of the Subscription available on more than one end user Compatible System concurrently, (ii) not make certain Content that is a part of the Subscription available on more than one end user Compatible System.

Vedyah may offer different kinds of Subscription plans, each of these Subscription plans will be subject to different limitations and restrictions (including but not limited to geographical restrictions) and the cost of each of these Subscription plans may vary. Vedyah may also offer certain features and / or benefits over and above the features and benefits made available to you under your existing Subscription plan (“Add-on”) for an additional fee (“Add-on Fee”). The Add-on will automatically expire upon the expiry of your Subscription plan. Vedyah shall have the discretion to make certain Content that is a part of the Subscription available to You on more than one end user Compatible System concurrently. Vedyah shall also have the discretion to make certain Content that is a part of the Subscription available to You on not more than one end user device concurrently. Any personal data whether provided by you as a part of the Subscription registration process, or collected automatically when you use the Service will be governed by the Privacy Notice accessible at <https://bmswellnest.com/bms_web_live> .

Payment

Users make the payment of the Subscription Fees at health club only.

The Users will be billed as per their selected subscription plan and via the Payment Method elected by them at the time of registration. Any changes in the Subscription Plan opted by You is effective only after the expiry of the current Subscription period for which You have already been billed. Accordingly, the Subscription as per revised plan opted by You shall be effective only after the expiry of the current Subscription period.”

The selected subscription plan may automatically commence at the end of the free trial period, if applicable, unless You cancel the Subscription before the end of the free trial period.

The cancellation of the Subscription can be done through the “Account” section of Website/App.

You cannot change your selected Payment Method until the expiry of your chosen subscription period. Further, if Your selected Payment Method is no longer available, expires, or fails for any reason whatsoever, You will be solely responsible and liable for payment of any uncollected amounts, and Vedyah reserves the right to terminate the Subscription offered to You.

The Subscription Fee will be billed from the beginning of Your membership, or at the end of free trial period, as applicable. Further, on the end of the chosen Subscription period (as per the Subscription plan chosen by You), the Subscription when renewed by You shall continue unless and until: (i) You cancel Your Subscription, or (ii) the Subscription is otherwise suspended or discontinued pursuant to these Terms. To view information regarding the above or cancelling Your Subscription, You need to visit the Website/App.

The Subscription Fee specified for each Subscription plan are inclusive of applicable taxes for Indian subscribers and subject to the applicable laws of other subscribers. Further, the Subscription Fees paid to Vedyah for availing the Services are final and non-refundable after Seven (7 ) days from the date of purchase of the relevant Subscription, and irrespective of whether (i) the Subscription has been availed by You or not, or (ii) You request for a change or cancellation in any Subscription plan prior to the expiration of the current Subscription plan period. Refund of the Subscription Fee shall not apply if the User has accessed any premium content (i.e., the content which is not permissible to be streamed without prior payment to Vedyah)

Vedyah will be using third party payment gateways to process and facilitate the payment of Your Subscription Fee to Vedyah. On successful registration to the Subscription, Vedyah will intimate You of the same through e-mail. Vedyah may offer different kinds of Subscription plans, each of these Subscription plans being subject to different limitations and restrictions and the cost of each of these Subscription plans may vary.

You further understand and acknowledge that Website/App only facilitates the third-party payment gateway(s) used for processing payments. This facility is fully managed by the third-party payment gateway provider(s) and You are required to follow all the terms and conditions of such third-party payment gateway provider(s).

You are responsible for the accuracy and authenticity of the information provided by You to third-party payment gateways, including the bank account number/credit card details and the like. You agree and acknowledge that Vedyah shall not be liable and in no way be held responsible for any losses whatsoever, whether direct, indirect, incidental or consequential, including without limitation any losses due to delay in processing of payment instruction or any credit card fraud.

You can reach out to Us for any issue related to payment processing on the Website/App, and the same will be forwarded to the concerned third-party payment gateway provider for redressal.

Vedyah may, at any time, introduce different kinds of offers, or rewards, or benefits or plans for the use and avail of the Services of the Vedyah App, each being subject to different limitations and restrictions. Terms and Conditions at sole discretion of Vedyah.

Upon payment through any of the Payment Methods and confirmation of receipt of such payment from the payment gateway provider, an invoice will be made available to You in the "Menu" section in the settings. which can be downloaded by You in pdf format.

l. Non-Compliance

In case of any non-compliance with this Agreement, We shall have the right to immediately:

Limit the usage of the Website/App,

Remove any non-compliant information,

Suspend the account of the User, and

In case of any non-compliance by the Users:

suspend the account of the Users,

limit any benefits/privileges of the Users, and/or

forfeit, or obtain refund of, any fees earned by the Users from such non-compliant usage.

m. Cancellation of Services

In the event You cancel Our Services, upon Interacting with the Website and App and requesting for such Services and Us confirming to provide such Services, We may charge You a penalty for such cancellation. We shall have the right to collect such cancellation charges from You, either by retaining a certain amount from the paid amount for such Service, or in case of post-payment, charging on the next Service availed by You on the Website and App.

n. User Consent to use Information

You understand, acknowledge and give Your consent for the sharing of Your information, including Personal Information, in accordance with the Privacy Policy of Vedyah, that may be accessed at Privacy Policy

o. Representations and Warranties of the User

You represent and warrant to Us at all times that:

You are either (i) a major or, (ii) under the supervision of a legal guardian in case of being a minor, at the time of using the Services.

You shall not use the Website/App or any of the Services or the information of other Users, available on the Website/App, beyond the contemplated functionality and purpose of the Website/App and the Services.

You shall not attempt to gain unauthorized access or in any way exceed the authorized access (i) to the Website/App or any of the Services, or (ii) any networks, servers or computer systems connected to the Website/App or Services.

You shall not use the Website/App or any of the Services or the personal information available on the Website, in a way that may damage or impair (i) the Website/App or the Services, or (ii) Our underlying systems and security.

You shall not use the Website/App or any of the Services or any information on the Website/App, including any Personal Information and Sensitive Personal Information available on the Website/App, in any unlawful manner, or in a manner which promotes or encourages illegal or fraudulent activity, including (without limitation) intellectual property infringement or data theft of the Content.

You shall not re-sell, rent, license, or otherwise use any part of the Website/App or Services to obtain any personal or third-party gain.

You shall not use any of Vedyah, Vedyah Affiliates, Vedyah licensor’s intellectual property, including but not limited to, the copyrighted content displayed on the Website/App , for any personal or third-party gain without Our express written consent or authorization.

You shall not decipher, decompile, modify, disassemble, adapt, translate or reverse engineer any part of the Website, App and/or the Services (e.g., by creating a shadow website that mirrors the said Services).

Damage, disable, disrupt, impair, create an undue burden on, interfere with, or gain unauthorized access to the Services or the Content, as well as Vedyah and Vedyah Affiliate’s servers, networks or accounts;

Remove, disable, manipulate, block, cover, or obscure any advertisements, as well as any parts of the Content.

3. REGISTRATION/CREATION OF PROFILE

a. Account Creation and Deletion

In order to use Our Website/App and avail Our Services, You must sign up and create a Profile, which would include Your Personal Information. You may delete Your Profile at any time, for any reason, by following the instructions provided on the Website/App. However, You must note that We reserve the right to retain Your Account Information and other information for the purposes provided under Vedyah’s Privacy Policy, available at: <https://bmswellnest.com/bms_web_live>  In relation to the Account Information, You represent and warrant that:

(a) all of the Account Information You submit to Us is true, accurate and complete in all respects;

(b) You will maintain the accuracy of the Account Information that You provide Us with at all times; and

(c) You will update any and all changes in the Account Information by intimating us as per the Terms and Vedyah’s Privacy Policy.

b. User Responsibilities

You are responsible for maintaining the confidentiality of Your Login Credentials and are fully responsible for all activities that occur under Your Profile (e.g., once logged in). You agree to immediately notify Us of any unauthorized use, or suspected unauthorized use of Your Profile, or any other breach of security, in relation to Your personal information on the Website. Upon such notification from You, We will reasonably assist You in changing Your password.

4. ACCESS TO THE WEBSITE AND APP

a. Certain Restrictions

The rights granted to You in these Terms are subject to the following restrictions:

except as otherwise authorized, You shall not license, sell, re-sell, lease, transfer, assign, distribute, exchange, host, or by any other means copy, download, capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, deep-link, transmit or retransmit, make any derivative works of, or otherwise commercially exploit any (i) Content, (ii) Services, or (iii) the information (including Personal Information and Sensitive Personal Information) of Users available on the Website or App; whether in whole or in part;

You shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Website, App and Services, or the personal information of other Users, available on the Website;

You shall not access the Website, App and/or its Services, or the personal information of other Users, available on the Website/App in order to build a similar or competitive website, app, product, or service; and

except as expressly stated herein, no part of the Website, App and/or its Service, or the personal information of other Users, available on the Website, may be copied, reproduced, distributed, republished, indexed, framed, downloaded, linked, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality or content of the Website shall be subject to these Terms. All copyright and other proprietary notices on the Website must be retained on all copies thereof.

b. Modification, Suspension or Discontinuation

You agree that Vedyah has the right to temporarily suspend access to the whole or any part of the Services for any reason whatsoever (including technical/operational reasons) and shall be under no liability to You in such an event. Further, Vedyah may, but shall not be obliged to, give You notice of any interruption of access to the Services as is reasonably practicable. Vedyah will restore access to the Services as soon as reasonably practicable after temporary suspension.

Notwithstanding anything stated above, We reserve the right, at any time and in its sole discretion, to change, modify, suspend, or discontinue the Website/App (in whole, or in part) or any of its Services (in whole, or in part), in compliance with the applicable legal and regulatory framework. You agree that We will not be liable to You or to any third party for any change, modification, suspension, or discontinuation of the Website or its Services, or any part of the Website or its Services thereof.

c. No Support or Maintenance

If You have any questions, complaints or claims with respect to the Website, App, Content and/or Services, then such correspondence should be directed to: support@Vedyah.video However, You acknowledge and agree that We will have no obligation to provide You with any uninterrupted or immediate support or maintenance in connection with the Website, App and/or Services, except as provided under Vedyah’s Privacy Policy.

d. Ownership

Excluding Your Account Information, You acknowledge that the Website, App, the entire Content, Services, and all the intellectual property rights, including copyrights, patents, trademarks, designs, and trade secrets in relation to the above are solely owned by Vedyah, Vedyah Affiliates and/or Vedyah’s Licensors (“Lawful Owners”).

Notwithstanding anything stated in the Agreement, the Lawful Owners own and retain any all intellectual and proprietary rights to the Content and Services throughout the territory of the world in perpetuity. These Terms do not transfer to You or any third party any rights, title or interests in, or to such, intellectual property rights, except for the limited license that is required to view/use the Website, App, Content and Services per the Agreement.

5. PROVIDED INFORMATION & ACCEPTABLE USE POLICY

a. Risks

You represent and warrant that the Account Information, or any other information, whether personal or sensitive, provided to Us through an email, support forum on the Website, etc. (“Other Information”) does not violate Our ‘Acceptable Use Policy’ clause below. You may not represent or imply to any person or entity, in any way whatsoever, that the Account Information or Other Information that You provide Us with is sponsored or endorsed by Us in any manner. Because You alone are responsible for Your Account Information and the Other Information that You provide Us with. You may expose Yourself to liability if, for example, the Account Information or Other Information violates the ‘Acceptable Use Policy’ clause. You must note that We are not obligated to create a backup copy of Your Account Information or Other Information that You provide Us with; We will not be held liable or responsible for the deletion of the Account Information or any Other Information that You provide Us with.

b. Acceptable Use Policy

The following Terms, along with the provisions of Clause 2 of the Terms, constitutes our “Acceptable Use Policy”:

You agree not to use the Website/App its Services to collect, upload, create, transmit, display, or distribute the Account Information or Other Information in any way such: (i) that it violates any third-party right, including any copyright, trademark, patent, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; or (ii) that it is in violation of any law, regulation, or obligations or restrictions imposed by any third party; or (iii) that it is hateful, violent, discriminatory, defamatory, racially or ethnically objectionable, unlawful, obscene, sexually suggestive, or pornographic.

In addition, You agree not to:

(i) display, upload, modify, transmit, publish, or distribute to, or through, the Website, App or otherwise, any computer viruses, worms, or any software codes, files or programs, intended to damage, limit or alter a computer system, computer network, or data, and/or gain unauthorized access to a computer or computer network;

(ii) manipulate the Website to send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise;

(iii) manipulate the Website to harvest, collect, gather, or assemble information or data, personal or sensitive regarding any other users or individuals, including their e-mail addresses, with or without their consent;

(iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Website or the data hosted within the Website, or violate the regulations, policies, restrictions or procedures of such networks;

(v) attempt to gain unauthorized access to a third party’s information on the Website (or to other computer systems or networks connected to or used together with the Website), whether through password mining or any other means;

(vi) harass or interfere with any other user’s use and enjoyment of the Website/App it Services; or

(vi) use software or automated agents or scripts to produce multiple accounts on the Website, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Website.

c. Enforcement

We reserve the right to review Your Account Information or any other information from time to time, and to investigate and/or take appropriate action against You if you violate the ‘Acceptable Use Policy’ clause, or any other provision of these Terms, or otherwise create liability for Us or any other person or Entity, in Our sole discretion. Such action may include (i) removing or modifying Your Profile, (ii) terminating Your Profile in accordance with the ‘Term and Termination clause’, and/or (iii) reporting You to, and cooperative with, law enforcement authorities.

Any and all of Your information can be shared in the above circumstances with competent authorities upon any demand or request by them, or in a good faith belief, that such access, preservation, or disclosure is reasonably necessary to: (a) comply with any applicable law; (b) enforce the Terms; (c) respond to Your Service requests and/or for any customer service; or (d) protect the rights, property or personal safety of Vedyah, Vedyah Affiliates, other Users and the public.

d. Feedback

If You provide Us with any feedback or suggestions regarding the Website, Content and/or the Services (“Feedback”), You hereby assign to Us all rights in such Feedback and agree that We shall have the right to use and fully exploit such Feedback and related information in any manner We deem appropriate. We will treat any Feedback You provide to Us as non-confidential and non-proprietary; therefore, kindly do not submit to Us any information or ideas that You consider to be confidential or proprietary.

6. INDEMNIFICATION

BY USING THE WEBSITE, APP, SERVICES AND/OR THE CONTENT IN ANY MANNER WHATSOEVER, YOU AGREE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, TO DEFEND AND INDEMNIFY VEDYAH, VEDYAH AFFILIATES AND VEDYAH LICENSOR’S FROM ANY AND ALL CLAIM(S), DEMAND(S), DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR EXPENSES (INCLUDING BUT NOT LIMITED TO, ALL APPLICABLE COSTS AND ADVOCATE FEES) MADE AGAINST US BY ANY THIRD PARTY THAT IS DUE TO, IN RELATION TO, OR ARISING OUT OF:

YOUR USE OF THE WEBSITE, APP OR THE SERVICES,

(B) YOUR VIOLATION OF THESE TERMS AND/OR VEDYAH’S PRIVACY POLICY,AND

(C) YOUR VIOLATION OF APPLICABLE LAWS OR REGULATIONS. WE RESERVE THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO FULLY INDEMNIFY US, AND YOU AGREE TO COOPERATE WITH OUR DEFENSE OF THESE CLAIMS. ADDITIONALLY, YOU AGREE NOT TO SETTLE ANY MATTER WITHOUT OUR PRIOR WRITTEN CONSENT. WE WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION OR PROCEEDING UPON BECOMING AWARE OF IT, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW. THIS INDEMNITY CLAUSE IS APPLICABLE TO VIOLATIONS DESCRIBED IN OR CONTEMPLATED IN THESE TERMS.

7. RELEASE

SUBJECT TO APPLICABLE LAW, YOU HEREBY RELEASE AND FOREVER DISCHARGE VEDYAH AND VEDYAH AFFILIATES FROM, AND HEREBY WAIVE AND RELINQUISH, EACH AND EVERY PAST, PRESENT AND FUTURE DISPUTE, CLAIM, CONTROVERSY, DEMAND, RIGHT, OBLIGATION, LIABILITY, ACTION AND CAUSE OF ACTION OF EVERY KIND AND NATURE, THAT ARISES OR HAS ARISEN, DIRECTLY OR INDIRECTLY OUT OF, OR THAT RELATES DIRECTLY OR INDIRECTLY TO, THE WEBSITE, APP AND/OR ITS SERVICES (INCLUDING ANY INTERACTIONS WITH, OR ACT OR OMISSION OF, OTHER USERS, OR ANY THIRD-PARTY LINKS & ADVERTISEMENTS). FURTHER, IF YOU HAVE A DISPUTE WITH ONE OR MORE USER(S), YOU FOREVER RELEASE VEDYAH AND VEDYAH AFFILIATES FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR USE OF THE WEBSITE, APP AND/OR THE SERVICES AND/OR ANY SUBMITTED CONTENT.

8. DISCLAIMER OF WARRANTIES

a. YOU AGREE THAT YOUR USE OF THE WEBSITE/APP SHALL BE AT YOUR OWN RISK (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW), AND FOR THE SAME, VEDYAH AND/OR VEDYAH AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES IN CONNECTION WITH THIS WEBSITE/APP, THE SERVICES OFFERED ON OR THROUGH THIS WEBSITE/APP, ALL SUBMITTED CONTENT ON, AND IN RELATION TO, THIS WEBSITE/APP AND/OR SERVICES. UNLESS OTHERWISE STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ANY AND ALL DATA, MATERIAL, INFORMATION, SUBMITTED CONTENT AND/OR SERVICES CONTAINED OR PRESENTED ON THIS WEBSITE/APP IS PROVIDED TO YOU ON AN “AS-IS”, “AS AVAILABLE” AND BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY; OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. VEDYAH DOES NOT ENDORSE, WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A SERVICE PROVIDERS OR ANY OTHER THIRD PARTY THROUGH THE WEBSITE/APP, OR ANY HYPERLINKED SITE, OR OTHER ADVERTISEMENT. WE MAKE NO WARRANTY THAT THE WEBSITE/APP WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, LEGAL, SAFE, OR FREE OF VIRUSES OR ANY OTHER HARMFUL CODE. YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE NECESSARY.

b. WE WILL NOT BE LIABLE TO YOU (WHETHER UNDER THE LAW OF CONTRACT, THE LAW OF TORTS OR UNDER ANY OTHER APPLICABLE LAW OR OTHERWISE), IN RELATION TO THE CONTENTS OF, OR USE OF, OR OTHERWISE IN CONNECTION WITH, THE SERVICES AND THE WEBSITE/APP:

TO THE EXTENT THAT THE WEBSITE, APP AND SERVICES ARE PROVIDED FREE-OF-CHARGE - FOR ANY KIND OF LOSS WHATSOEVER (SUCH AS DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS);

FOR ANY OTHER SERVICES - FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS, BUSINESS LOSSES, LOSS OF REVENUE, INCOME, PROFITS OR ANTICIPATED SAVINGS, LOSS OF CONTRACTS OR BUSINESS RELATIONSHIPS, LOSS OF REPUTATION OR GOODWILL, OR LOSS OR CORRUPTION OF INFORMATION OR DATA, OR SECURITY INTRUSION.

9. LIMITATION OF LIABILITY

a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL VEDYAH AND/OR VEDYAH AFFILIATES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, LOST PROFITS OR LOST/STOLEN DATA ARISING FROM, OR RELATING TO, THE TERMS; OR YOUR USE OF, OR INABILITY TO USE, THE WEBSITE, APP, SERVICES AND/OR SUBMITTED CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY ACCESS TO, AND USE OF, THE WEBSITE, APP, SERVICES AND THE CONTENT IS AT YOUR SOLE DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU OR YOUR PROPERTY, INCLUDING YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF ANY DATA, INCLUDING ACCOUNT INFORMATION, RESULTING THEREFROM. THE FOREGOING LIMILITATION OF LIABILITY SHALL BE TO THE FULLEST EXTENT PERMITTED BY LAW IN THE EXTENT.

b. NOTWITHSTANDING ANYTHING STATED HEREIN, ALL EXCLUSIONS IN THIS LIMITATIONS OF LIABILITY CLAUSE SHALL BE APPLICABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW (E.G., SOME JURISDICTIONS MAY NOT PERMIT EXCLUSION OF LIABILITY FOR FRAUDULENT MISREPRESENTATION).

10. THIRD-PARTY LINKS & ADVERTISEMENTS

a. Third-Party Links & Advertisements

The Website may contain links to third-party links & advertisements (“External Links”) that You may access and/or use at Your sole discretion. You acknowledge and agree that such External Links are not under Our control, and therefore We shall not be responsible, in any manner, for any transactions related to External Links. You must note that We provide access to these External Links only as a convenience to You, and We do not review, approve, monitor, endorse, warrant, or make any representations with respect to External Links, in any manner whatsoever. You shall use all External Links at Your own risk and should exercise a suitable level of caution and discretion in doing so. When You click on any of the External Links, the applicable third party’s Terms and policies shall apply to You, including the third party’s privacy and data gathering practices. You should independently undertake whatever investigation You feel necessary or appropriate before proceeding with any transaction in connection with such External Links. By using the Services, You acknowledge and agree that Vedyah is not responsible or liable to You for any content or other materials hosted and served from any website or destination other than the App or the Website. Further, Vedyah takes no responsibility for the External Links posted on the Website nor does it take any responsibility for the products or services provided by such advertisers and other third parties.

b. User’s Note

You acknowledge and agree that We will not be responsible for any loss or damage that You may incur as a result of Your Interaction with Our Website, or the use of Services, or the manipulation of Account Information and Other Information. If there is a dispute between You and any other User, We are under no obligation to become involved and resolve the dispute for You.

11. TERM AND TERMINATION

a. Subject to this ‘Term and Termination clause’, these Terms will remain in full force and effect while You use the Website, App and/or any of its Services, in any way whatsoever. "Upon Termination of a Subscription, You (erstwhile Authorised User) acknowledge that You may still be contacted by Us to subscribe to Our Services or for other promotional or marketing purposes. You understand that this communication may override any Do Not Disturb (DND) registry or Do Not Call (DNC) or National Customer Preference Register (NCPR) that You may have registered for. Your data collected at the time of your initial Subscription to Vedyah shall be subject to Vedyah Privacy Policy, available at <https://bmswellnest.com/bms_web_live>

b. We may suspend or terminate Your rights to use the Website and App (including Your Account) at any time and for any reason, at Our sole discretion, including for any use of the Website/App and/or its Services in violation of these Terms.

c. Upon termination of Your rights under these Terms, Your Profile and right to access and use the Website, App and/or its Services, will terminate immediately. You understand that any termination of Your Profile may involve deletion of the Account Information and any other Information associated with Your Profile from all Our databases. We will not have any liability whatsoever to You for any termination of Your rights under these Terms, including for termination of Your Profile.

12. GENERAL

a. Electronic Communication

You (a) consent to receive communications from Us in an electronic form; and (b) agree that all Terms and conditions, agreements, notices, disclosures, and other communications that We provide to You electronically satisfy any legal requirement that such communications would satisfy if it were to be in a hardcopy writing.

You give consent to Vedyah and Vedyah Affiliates to contact You using Your contact information at any time during Your association with Vedyah as per Vedyah’s Privacy Policy. You further acknowledge and agree that You may be contacted for the above purposes using the contact details provided by You, including via phone calls, emails, text messages, and social media apps such as WhatsApp.

b. Waiver

Any waiver of Our rights or remedy under these Terms shall only be effective if it is in writing, executed by Our duly authorized representative, and shall be applicable only to the circumstances for which it is given. Our failure to exercise or enforce any right or remedy under these Terms shall not operate as a waiver of such right or remedy, nor shall it prevent any future exercise or enforcement of such right or remedy. No single or partial exercise of any right or remedy shall preclude or restrict the further exercise of any such right, or remedy, or other rights or remedies.

c. Headings and Interpretation

The section titles in these Terms are for convenience only and have no legal or contractual effect. The words “including” and “includes” means “including without limitation”.

d. Severability

The provision(s) of these Terms shall be sought to be harmoniously interpreted with each other, as well as applicable laws (including the applicable laws based on the jurisdiction of the User’s), and upheld to the fullest extent permissible under applicable laws. Further, the provisions contained in this Agreement shall be enforceable independent of each other, and their validity shall not be affected, if any other provision(s) are held to be invalid. If any provision(s) of these Terms are, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired (to the maximum extent permissible), and the invalid or unenforceable provision(s) will be deemed modified so that they are valid and enforceable to the maximum extent permitted by applicable laws. Further, if any of those provision(s) are void, but would be valid if some part of the provision(s) were deleted, the provision(s) in question shall apply with such modification as may be necessary to make them valid.

e. Relationship between You and Us

You confirm that You do not have an employment, contractor, agency or partnership relationship with Vedyah. Vedyah is merely providing You the Services on your request. Further, You are acting on either on Your own or behalf of another person, in the manner stated in the Agreement.

f. Assignment

These Terms, and Your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by You without Our prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. However, You acknowledge and agree that We reserve the right to freely assign Our rights and obligations under these Terms to whomsoever We please. The Terms and conditions set forth in this Agreement shall be binding upon assignees.

g. Governing Law and Jurisdiction

These Terms and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws prevalent in India. You agree that the courts of Hyderabad shall have exclusive jurisdiction to settle any dispute, or claim, arising out of, or in relation to, this Agreement.

h. Contact Information

If You wish to contact Us in writing, or if these Terms require You to give notice to Us in writing, please contact Us at vedyahvast@gmail.com

i. Grievance Officer

In the event you are not satisfied with our response to any complaint or that handling of your information do not comply with data protection law, you can write to our Grievance Officer: Mrs. Archana on the email id vedyahvast@gmail.com

j. Entire Agreement and Amendments

These Terms expressly supersede and completely replace any and all prior ‘Terms of Use’ published by Vedyah regarding the above subject-matter. Vedyah shall not be bound by or liable to You for any pre-existing or contemporaneous written or oral representations or warranties, made by anyone, with respect to the Website, App, Content and Services, including by any Vedyah Affiliates.

Vedyah reserves the right, at its sole discretion, to modify the Terms from time to time (“Updated Terms of Use”). The Updated Terms of Use shall be effective immediately and shall supersede these Terms of Use. Vedyah shall not be under an obligation to notify you of any changes to the Terms of Use. You shall be solely responsible for reviewing the Terms of Use from time to time for any modifications. By continuing to use the Website, App, Content and/or Services after the Updated Terms of Use have been published, You affirm Your agreement to the Updated Terms of Use.