

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

Terms of Use

Effective date: September 20th, 2017

Welcome to Pacifyr. Please read on to learn the rules and restrictions that govern your use of the Pacifyr application, our website, and the products and services offered in connection with both (the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us at support@pacifyr.com

These Terms of Use (the “Terms”) are a binding contract between you and Pacifyr Inc. (“Pacifyr,” “we” and “us”). “You,” “your” or “Counselor” means the individual who is a provider of wellness and/or counseling services (the “Counselor Services”) to end users who use Pacifyr to receive wellness and/or counseling services (“Clients”). You must agree to and accept all of the Terms, or you don’t have the right to use the Services. Your using the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document, as well as those in the [Privacy Policy](#) and [Copyright Dispute Policy](#).

The obligations set forth in these Terms are in addition to, and not in lieu of, your professional, ethical, and legal obligations as a licensed, registered or certified provider of wellness and/or counseling services (as applicable) and you must comply with all such obligations.

You acknowledge that Pacifyr is not a health care provider, licensed or otherwise. Pacifyr cannot and will not assume responsibility for or control over (i) the care of any Client, which shall, at all times remain your responsibility or (ii) any other activity that involves the practice of medicine or the provision of wellness or health care services.

You acknowledge and agree that Pacifyr is not responsible for (i) the accuracy, reliability, timeliness, or completeness of your information, Clients’ Personal Information, or any other data or information provided or received through the Services, (ii) the results that may be obtained from the use of the Services, or (iii) the provision of your services as a result of your reliance on any Clients’ Personal Information or other data provided by Client, through the Services.

Your use of the Services is at your own risk.

Unless otherwise agreed by Pacifyr, the Services described in these Terms are solely offered within India, and you may not use the Services if you are located in any other country.

Will these Terms ever change?

We are constantly trying to improve our Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the Pacifyr mobile application, by sending you an email, and/or by some other means.

If you don't agree with the new Terms, you are free to reject them; unfortunately, that means you will no longer be able to use the Services. If you use the Services in any way after a change to the Terms is effective, that means you agree to all of the changes.

Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both you and us.

What about my privacy?

Pacifyr takes the privacy of its users very seriously. For the current Pacifyr Privacy Policy, please [click here](#).

We do not knowingly collect or solicit, or permit the collection or solicitation by our Counselors, personally identifiable information from children under 13; if you believe that a child under 13 may have provided us or you (via the Services) with personal information, please contact us at support@pacifyr.com

Privacy Policy

PACIFYR assures you that all your communications and information's provided to you by the Patients will be kept strictly confidential by you for all therapeutic sessions. No information from your session would be revealed to anyone, or any company or organization without the written consent of the patient, or unless otherwise required by law.

However there are situations which may arise that would allow the release of your information include the following:

- a) If you identifies your patient as a serious danger to himself or others, or determines your patients is gravely disabled" (i.e. unable to care of himself),
- b) If you are required by law to break confidentiality in order to protect your patient, or protect others or protect you.
- c) If your to be held responsible by law to report you to the appropriate authorities if your patient reveals any involvement of him in child or elderly abuse.

We encourage you to review our PACIFYR India Privacy Policy document, which provides additional information on how Pacifyr may use your Content and any communications between you and a Client.

What are the basics of using Pacifyr's Services?

You will be required to sign up for an account, and select a password and user name ("Pacifyr User ID"). You promise to provide us with accurate, complete, and updated registration information about yourself. You not select as your Pacifyr User ID a name that you don't have the right to use or another person's name with the intent to impersonate that person. You will also be required to complete an online profile ("Profile") describing yourself in such form and having such content as Pacifyr may request from time-to-time by email or messaging through the [Pacifyr mobile application]. You hereby consent to Pacifyr posting your Profile and a picture of yourself on the Services. You may not transfer your account to anyone else without our prior written permission, nor permit any third party to use your account (including without limitation use of the account to provide Counseling Services). You will not share your

account or password with anyone, and you must protect the security of your account and your password. You're responsible for any activity associated with your account.

By using the Services, you represent and warrant that:

1. You are an individual of legal age to form a binding contract. If you're agreeing to these Terms on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization or entity's behalf and bind them to these Terms (in which case, the references to "you" and "your" in these Terms, except for in this sentence, refer to that organization or entity).
2. You will only use the Services for your own personal, non-commercial use, and not on behalf of or for the benefit of any third party, and only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable laws, then you aren't authorized to use the Services. We can't and won't be responsible for your using the Services in a way that breaks the law.
3. You will provide (and maintain) accurate and truthful registration information, including but not limited to your skills, degrees, qualifications, and background, and you will represent yourself accurately and truthfully to Clients.
4. You are, and will continue to be, licensed, registered or certified, as applicable, in good standing, will meet all ethical and professional standards and will comply with all applicable federal, state and local laws and regulations to provide wellness and/or counseling services. If you no longer meet any of the foregoing applicable requirements to provide wellness and/or counseling services, you will immediately cease to use the Services.
5. You will not diagnose, treat, test, advise, counsel, recommend a course of treatment or otherwise provide any services that require an in-person meeting with or examination of a Client and will recommend an in-person meeting with a qualified professional when appropriate.
6. You will provide Counseling Services only for non-emergency matters and issues. For emergencies, you will instruct the Client to immediately call 911 or the local emergency assistance number.
7. You agree never to engage in the practice of medicine or enter into a physician/patient relationship with any Client through the Services.
8. You will not prescribe or dispense medicine.

Your profile may be removed and your participation may be terminated without warning if Pacifyr believes that you are in breach of any of the foregoing representations and warranties.

How do Pacifyr Services Work?

Pacifyr Services provide Clients with the option to engage in wellness and/or counseling sessions with you. You may be a non-licensed counselor, including but not limited to, a life coach, social worker, meditation or yoga expert ("Pacifyr Counselors," and such sessions, "Pacifyr Sessions") or you may be a licensed therapist, including but not limited to, a psychologist, clinical counselor, marriage or family therapist ("Therapists," and such sessions, "Therapist Sessions"). "Counselors" means both Pacifyr Counselors and Therapists. "Counseling Sessions" means both Pacifyr Sessions and Therapist Sessions.

Pacifyr (a) does not recommend or endorse any specific Counselor and (b) does not make any representations or warranties with respect to the Counselors or the quality of the Counseling Sessions you may provide.

Pacifyr itself does not offer to Users, and the Services do not constitute, medical or healthcare advice or services and no physician-patient relationship between a User and Pacifyr or any of its employees, officers, or agents is created or implied by a User accessing or using the Service.

In connection with a Counseling Session, Clients may authorize you to have access to Clients' medical history and other personal information ("Clients' Personal Information"). You acknowledge, agree, release and indemnify Pacifyr from all claims and liability arising out of your interaction with any Client, including your failure to perform the Counseling Services, the quality of your Counseling Services, and your violation of any laws or professional or ethical obligations in connection with the Counseling Services.

Your use of the Services is subject to the following additional restrictions:

You represent, warrant, and agree that you will not contribute any Content or User Submission (each of those terms is defined below) or otherwise use the Services or interact with the Services in a manner that:

- (a) Infringes or violates the intellectual property rights or any other rights of anyone else (including Pacifyr);
- (b) Violates any law or regulation, including any applicable export control laws;
- (c) Is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable;
- (d) Jeopardizes the security of your Pacifyr account or anyone else's (such as allowing someone else to log in to the Services as you);
- (e) Attempts, in any manner, to obtain the password, account, or other security information from any other user;
- (f) Violates the security of any computer network, or cracks any passwords or security encryption codes;
- (g) Runs Maillist, Listserv, any form of auto-responder or "spam" on the Services, or any processes that run or are activated while you are not logged into the Services, or that otherwise interfere with the proper working of the Services (including by placing an unreasonable load on the Services' infrastructure);
- (h) "Crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means);
- (i) Copies or stores any significant portion of the Content;
- (j) Decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services.

A violation of any of the foregoing is grounds for termination of your right to use or access the Services.

What are my rights in Pacifyr's Services?

The materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, data, articles, photos, images, illustrations, User Submissions, and so forth (all of the foregoing, the "Content") are protected by copyright and/or other intellectual property laws. You promise to abide by all copyright notices, trademark rules, information, and restrictions contained in any Content you access through the Services, and you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose

any Content not owned by you, (i) without the prior consent of the owner of that Content or (ii) in a way that violates someone else's (including Pacifyr's) rights.

You understand that Pacifyr owns the Services. You won't modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in this Section), create derivative works based on, or otherwise exploit any of the Services.

The Services may allow you to copy or download certain Content; please remember that just because this functionality exists, doesn't mean that all the restrictions above don't apply – they do!

Do I have to grant any licenses to Pacifyr or to other users?

Anything you post, upload, share, store, or otherwise provide through the Services is your "User Submission." Some User Submissions are viewable by other users. In order to display your User Submissions on the Services, and to allow other users to view them (where applicable), you grant us certain rights in those User Submissions. Please note that all of the following licenses are subject to our [Privacy Policy](#) to the extent they relate to User Submissions that are also your personally-identifiable information.

For all User Submissions, you hereby grant Pacifyr a license to translate, modify (for technical purposes, for example making sure your content is viewable on an iPhone as well as a computer) and reproduce and otherwise act with respect to such User Submissions, in each case to enable us to operate the Services, as described in more detail below. This is a license only – your ownership in User Submissions is not affected.

If you store a User Submission in your own personal Pacifyr account, in a manner that is not viewable by any other user except you (a "Personal User Submission"), you grant Pacifyr the license above, as well as a license to display, perform, and distribute your Personal User Submission for the sole purpose of making that Personal User Submission accessible to you and providing the Services necessary to do so.

If you share a User Submission only in a manner that only certain specified users can view (for example, a private message from you to a Client) (a "Limited Audience User Submission"), then you grant Pacifyr the licenses above, as well as a license to display, perform, and distribute your Limited Audience User Submission for the sole purpose of making that Limited Audience User Submission accessible to such other specified users, and providing the Services necessary to do so. Also, you grant such other specified users a license to access that Limited Audience User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

If you share a User Submission publicly on the Services and/or in a manner that more than just you or certain specified users can view, or if you provide us (in a direct email or otherwise) with any feedback, suggestions, improvements, enhancements, and/or feature requests relating to the Services (each of the foregoing, a "Public User Submission"), then you grant Pacifyr the licenses above, as well as a license to display, perform, and distribute your Public User Submission for the purpose of making that Public User Submission accessible to all Pacifyr users and providing the Services necessary to do so, as well as all other rights necessary to use and exercise all rights in that Public User Submission in connection with the Services and/or otherwise in connection with Pacifyr's business for any purpose. Also, you grant all other users of the Services a license to access that Public User Submission, and to use and exercise all rights in it, as permitted by the functionality of the Services.

You agree that the licenses you grant are royalty-free, perpetual, sublicenseable, irrevocable, and worldwide, provided that when you delete your Pacifyr account, we will stop displaying your User Submissions (other than Public User Submissions, which may remain fully available) to other users (if applicable), but you understand and agree that it may not be possible to completely delete that content from Pacifyr's records, and that your User Submissions may remain viewable elsewhere to the extent that they were copied or stored by other users.

Finally, you understand and agree that Pacifyr, in performing the required technical steps to provide the Services to our users (including you), may need to make changes to your User Submissions to conform and adapt those User Submissions to the technical requirements of connection networks, devices, services, or media, and the foregoing licenses include the rights to do so.

How long will Pacifyr store my Content?

You may be required by law to retain health records in connection with the Services for a certain period of time. However, Pacifyr is not a health care provider, and such obligations do not apply directly to it, and Pacifyr is not responsible for maintaining such health records on the Services. You agree that Pacifyr has no responsibility or liability for the deletion or failure to store any data or other content maintained or posted to the Service, and you will indemnify and hold Pacifyr harmless from any failure to properly maintain health records.

What if I see something on the Services that infringes my copyright?

You may have heard of the Digital Millennium Copyright Act (the "DMCA"), as it relates to online service providers, like Pacifyr, being asked to remove material that allegedly violates someone's copyright. We respect others' intellectual property rights, and we reserve the right to delete or disable Content alleged to be infringing, and to terminate the accounts of repeat alleged infringers; to review our complete Copyright Dispute Policy and learn how to report potentially infringing content, [click here](#). To learn more about the DMCA, [click here](#).

Who is responsible for what I see and do on the Services?

Any information or content publicly posted or privately transmitted through the Services is the sole responsibility of the person from whom such Content originated, and you access all such information and content at your own risk, and we aren't liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with it. We cannot control and have no duty to take any action regarding how you may interpret and use the Content or what actions you may take as a result of having been exposed to the Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services. We can't guarantee the identity of any users with whom you interact in using the Services and are not responsible for which users gain access to the Services.

You are responsible for all Content you contribute, in any manner, to the Services, and you represent and warrant you have all rights necessary to do so, in the manner in which you contribute it. You will keep all your registration information accurate and current. You are responsible for all your activity in connection with the Services.

The Services may contain links or connections to third party websites or services that are not owned or controlled by Pacifyr and Pacifyr assumes no responsibility for the content, accuracy, privacy policies, or practices of or opinions expressed in any such website or service. When you access third party websites or

use third party services you accept that there are risks in doing so, and that Pacifyr is not responsible for such risks and Pacifyr will not and cannot monitor, verify, censor or edit the content you encounter. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each third party website or service that you visit or utilize. By using the Services, you release and hold us harmless from any and all liability arising from your use of any third party website or service.

Your interactions with organizations and/or individuals found on or through the Services, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that Pacifyr shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between participants on this site, or between users and any third party, you agree that Pacifyr is under no obligation to become involved. In the event that you have a dispute with one or more other users, you release Pacifyr, its officers, employees, agents, and successors from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services.

Will Pacifyr ever change the Services?

We're always trying to improve the Services, so they may change over time. We may suspend or discontinue any part of the Services, or we may introduce new features or impose limits on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

How do I get paid for my Counseling Services?

You may offer your Counseling Services for a fee to be determined in your discretion ("Counseling Fee"). You may not attempt to circumvent the Pacifyr payment system by soliciting payment from a Client outside the Pacifyr mobile application. You agree to notify Pacifyr immediately if you receive any such offer or solicitation.

Pacifyr will collect and process payment information from Clients who use your Counseling Services via the Pacifyr mobile application. **You will bear and be responsible for any and all applicable federal, state, local, and foreign taxes, duties, tariffs, levies, withholdings, and similar assessments (including without limitation, sales, use, and value added taxes) relating to the subject matter hereunder, excluding taxes based on Pacifyr's income.**

Within seven (7) days of the end of each week in which you provided Counseling Services, Pacifyr will calculate the Net Revenue (as defined below) for Counseling Sessions purchased by Clients during such week and remit such amounts to you, less the Revenue Share (as defined below). Any payments made to you will be made in Indian Rupees via ACH electronic payment to the financial institution you provided in your account information. "Net Revenue" shall mean amounts actually received by Pacifyr from Clients who used your Counseling Services, less (i) sales taxes, use taxes,

withholding taxes, VAT and any other taxes, duties or other government tariffs that a governmental authority requires Pacifyr or you to pay with respect to the subject matter hereunder and/or that you have failed to pay as described above (excluding taxes on Pacifyr's net income); and (ii) any transaction fees, disputes and refunds. "Revenue Share" shall mean a twenty percent (20%) share of the Net Revenue.

In the event of a dispute with a Client, Pacifyr, in its sole discretion, will decide whether to refund such Client any amounts collected for Counseling Sessions (a "Refund"). If Pacifyr issues a Refund, Pacifyr may withhold such refunded amount from the amount owed to you, pursuant to the calculation of Net Revenue described above.

What if I want to stop using Pacifyr's Services?

You're free to do that at any time, by contacting us at support@pacifyr.com. Please refer to our [Privacy Policy](#), as well as the licenses above, to understand how we treat information you provide to us after you have stopped using our Services. You agree to give Pacifyr not less than seven (7) days prior written notice if you will cease using the Services.

Pacifyr is also free to terminate (or suspend access to) your use of the Services or your account, for any reason in our discretion, including your breach of these Terms. Pacifyr has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms.

Account termination may result in destruction of any Content associated with your account, so keep that in mind before you decide to terminate your account. We will try to provide advance notice to you prior to our terminating your account so that you are able to retrieve any important User Submissions you may have stored in your account (to the extent allowed by law and these Terms), but we may not do so if we determine it would be impractical, illegal, not in the interest of someone's safety or security, or otherwise harmful to the rights or property of Pacifyr.

If you have deleted your account by mistake, contact us immediately at support@pacifyr.com, we will try to help, but unfortunately, we can't promise that we can recover or restore anything.]

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us.

I use the Pacifyr App available via the Apple App Store – should I know anything about that?

These Terms apply to your use of all the Services, including the iOS applications available via the Apple, Inc. ("Apple") App Store (the "Application"), but the following additional terms also apply to the Application:

- (a) Both you and Pacifyr acknowledge that the Terms are concluded between you and Pacifyr only, and not with Apple, and that Apple is not responsible for the Application or the Content;
- (b) The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;

- (c) You will only use the Application in connection with an Apple device that you own or control;
- (d) You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- (e) In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- (f) You acknowledge and agree that Pacifyr, and not Apple, is responsible for addressing any claims you or any third party may have in relation to the Application;
- (g) You acknowledge and agree that, in the event of any third party claim that the Application or your possession and use of the Application infringes that third party's intellectual property rights, Pacifyr, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- (h) You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- (i) Both you and Pacifyr acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of agreement which may affect or be affected by such use; and
- (j) Both you and Pacifyr acknowledge and agree that Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third party beneficiary hereof.

What else do I need to know?

Warranty Disclaimer. Neither Pacifyr nor its licensors or suppliers makes any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. We make no representations or warranties with respect to any decision made or action taken in reliance on any content available through the Services. THE SERVICES AND CONTENT ARE PROVIDED BY PACIFYR (AND ITS LICENSORS AND SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THAT USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Limitation of Liability. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL PACIFYR (OR ITS LICENSORS OR SUPPLIERS) BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND,

INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, OR (B) ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100 OR (II) THE AMOUNTS PAID BY PACIFYR TO YOU IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THIS APPLICABLE CLAIM, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

Indemnity. To the fullest extent allowed by applicable law, you agree to indemnify and hold Pacifyr, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) your use of the Services (including any actions taken by a third party using your account), and (b) your violation of these Terms.

Assignment. You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without Pacifyr's prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent.

Choice of Law: Arbitration. These Terms are governed by and will be construed under the laws of the The Indian Arbitration Act 1940, without regard to the conflicts of law's provisions thereof. Any dispute arising from or relating to the subject matter of these Terms shall be finally settled at Cochin Arbitration Center in English language, in accordance with the Arbitration Rules and Procedures of India.

Miscellaneous. You will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with your activity in connection with the Services, provided that the Pacifyr may, in its sole discretion, do any of the foregoing on your behalf or for itself as it sees fit. The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and Pacifyr agree that these Terms are the complete and exclusive statement of the mutual understanding between you and Pacifyr, and that it supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of Pacifyr, and you do not have any authority of any kind to bind Pacifyr in any respect whatsoever. Except as expressly set forth in the section above regarding the Apple Application, you and Pacifyr agree there are no third party beneficiaries intended under these Terms.