

These terms are entered between the Counsellor who sign up on the Counsel Karo platform. When you sign in as a Counsellor, you are directly contracting with DG Life and Wellness Pvt Ltd services by showing your acceptance after clicking on the "I AGREE" button which signifies that you have read the Terms of Services carefully and are bound by the same once your selection as an Counsellor is completed with Counsel Karo.

This Agreement is mutually entered between:

DG Life and Wellness Pvt. Ltd., a company incorporated under the Companies Act, 2013, having its registered office at 202 , vandematram complex opp pioneer school Anand Gujarat is the author and publisher of the internet resource www.counselkaro.com and is inclusive but not limited to the application "Counsel Karo". 'Counsel Karo' (together, "Website") owns and operates the services provided through the Website/online platform known as "Counsel Karo"(hereinafter referred to as "Us", "We" "Counsel Karo", "Company" "Platform"),

AND

The Counsellor here by agree to associate with DG LIFE& WELLNESS COACH PVT. LTD. & provide there services ONLINE on COUNSELKARO Platform

hereinafter referred to as the "**Counsellor**" or "You").

The Company and the Counsellor shall collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS, the Company operates an online platform named "Counsel Karo" (the "Platform") that facilitates astrological consultations, predictions, and wellness advisory services by connecting clients with qualified counsellors;

WHEREAS, the Counsellor is a professional with expertise in providing astrological consultations, predictions, advice, tarot reading, occult or spiritual science and related services;

WHEREAS, the Counsellor desires to tie-up with the Company to offer the Services to Clients through the Platform, and Clients may select the Counsellor from a list available on the Platform;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements contained herein, the parties agree as follows:

1. PURPOSE

- a) The Company operates an online digital platform ("Platform") providing astrology consultations, predictions, and wellness advisory services to Clients.
- b) The Counsellor wishes to collaborate with the Company to render astrology-related professional services through the Platform in accordance with the terms set forth herein.

2. APPOINTMENT & NATURE OF RELATIONSHIP

- a) The Counsellor agrees to tie-up with the Company by registering on the Platform, providing accurate and complete information about qualifications, experience, expertise, and any certifications.
- b) The Company hereby empanels the Counsellor as a listed service provider to offer astrology and related consultation services to Clients on a non-employment, independent-contractor basis.
- c) Nothing in this Agreement shall be construed to create an employer–employee relationship, partnership, or joint venture.
- d) The Counsellor shall act as an independent professional responsible for the accuracy and quality of services rendered.
- e) The Company reserves the right to approve or reject the Counsellor's registration at its sole discretion. Upon approval, the Counsellor will be listed on the Platform for Clients to select.
- f) By signing up with Counsel Karo and after due verification of the details as provided by You, your profile will be created. After your profile has been made live and upon the termination of the present Terms, Counsel Karo shall have the right to display your profile on Counsel Karo for a continuous period of **3 (Three) years** if the profile has not been deactivated/removed for violation of any terms and conditions of the present Terms between the parties.

3. SCOPE OF SERVICES

The Counsellor shall provide Services to Clients who select them through the Platform. Services must be delivered professionally, ethically, and in accordance with applicable laws. The Counsellor agrees to:

- a) Provide astrology consultations via video/audio call, chat, or written report using the Platform's interface.
- b) Maintain professional ethics, courtesy, and confidentiality during all Client interactions.
- c) Avoid guarantees of outcomes or exaggerated claims.
- d) Refrain from promoting personal or third-party businesses to Clients.
- e) Adhere to the Platform's operating policies, timing, and service quality standards.
- f) Update their availability calendar, pricing, and profile information as required.
- g) Respond promptly to Client inquiries and schedule Consultations as per Platform guidelines.
- h) Conduct Consultations in a respectful, non-discriminatory manner.
- i) Use only the communication tools provided by the Platform for interactions with Clients.
- j) Not solicit Clients for services outside the Platform during or after Consultations.
- k) The Counsellor shall maintain reasonable availability on the Platform, as indicated in their profile, and notify the Company of any extended unavailability.
- l) You agree to spend a minimum of 4 (four) live hours on the Website to increase your credibility among the users/customers visiting the website regularly. Four Live hours for daily average shall be calculated on weekly basis after accumulating the time spent by You on the platform in one week. If You are found violating this clause, Counsel Karo shall issue a written as well as verbal warning along with a penalty of **Rs. 11,000/-** INR for avoiding de-activation of the profile.

- m) . In case the number of live hours spent on the website is less than 4 on daily basis, the Counsel Karo verified Green Badge can be removed from your profile. If You are found violating this clause or on receiving complaints from the customer regarding such violation, Compliance Team of Counsel Karo shall flag your profile and if found guilty, the payment made for such consultation to the Astrologer shall be refunded and a penalty of Rs. 500/- INR for each violation shall be imposed on you.
- n) You shall be eligible to get an Counsel Karo Verified Green Badge on working exclusively for our Website/Platform for an average minimum of 4 hours per day. Four hours for daily average shall be calculated on weekly basis after accumulating the time spent by You on the platform in one week. The badge shall be liable to be removed in case of violation of any of the terms and conditions set in this Terms. You agree and allow the Website for creating a crawler that shall keep a check on your profile available on any of the competitor's websites to see violations. The removal of a Green tick for any violation will attract a payment of Rs. 21,000/- for re-activation of the Green Badge.
- o) The Counsellor represents that all Services will be based on their professional knowledge and shall not guarantee outcomes, as astrology is interpretive and not scientifically proven. The Counsellor must include disclaimers in Consultations stating that Services are for informational purposes only and not substitutes for professional medical, legal, financial, or psychological advice.
- p) You agree not to promote or encourage any superstition like Tantra, Black Magic, Totke, Vashikaran, etc. Any violation of this clause will attract a penalty of Rs. 11,000/- INR. Further, the Green Tick shall be removed immediately on the violation and the account shall stand deactivated temporarily. For re activation, the compliance team shall audit all the chats and calls between the customer(s) and the Astrologer Advisor, and on being found guilty, the profile shall be deactivated permanently.
- q) You are advised to provide simpler remedies to the customer seeking advice.
- r) Any advice which is directly relatable to any loss or danger of life be it animal or human being shall be viewed as a gross violation of the terms and conditions. Any violation of this clause will attract a penalty of Rs. 21,000/- INR. Further, the Green Tick shall be removed immediately on the violation, and the account shall stand deactivated temporarily. For re-activation, the compliance team shall audit all the chats and calls between the customer(s) and the Astrologer Advisor, and on found guilty, the profile shall be deactivated permanently.
- s) You agree to respect other Astrologers listed on the Website while imparting your services to any user/customer at Counsel Karo. You are prohibited to defame or humiliate any other Astrologer listed at the Website inclusive of usage of terminology like less capable, inefficient, less knowledgeable, etc. Such conduct shall be considered a grave violation of the present Terms and a penalty of Rs. 11,000 shall be applicable to You.
- t) Counsel Karo prohibits predictions on sensitive issues which may lead to uninformed choices being made by the customer. You are advised to refrain from advising any customer on the following list which is not exhaustive and shall include other situations leading to any offense being committed by the customer relatable to the advice provided by you: -
- Predicting the gender of the unborn child.
 - Providing date/time for medical issues such as an operation for successful completion.
 - Prediction with regard to any criminal offense being planned by the customer.
 - Prediction with regard to achieving success through illegal means.

- Predictions relating to gambling, money laundering, drug abuse, etc.
 - Predicting with regard to ensuing death for any reason whatsoever inclusive of accidental, medical, etc. Counsel Karo reserves its right to take appropriate action under the law against violation of the above clause which shall include the penalty of **Rs. 21,000** along with immediate profile de-activation. It is agreed between the parties that once the profile is deactivated under this clause, you shall be black-listed for future from making or contracting with Counsel Karo in any manner whatsoever.
- u) You agree and declare that while answering reports you will not copy/paste data from another app, you will type all answers by yourself after deeply analysing the customer's problems and his/her charts. If we find any complaints of you copying answers from any website or poor report quality, immediately refund will be processed to the customer, a penalty of **Rs. 11000** will be levied on you and your report section will be closed along with green tick removal.
 - v) You agree that after submitting reports answer to the user you will take feedback session within time which is mentioned on the platform for feedback, failing so will attract penalty as deemed fit by the company which may include report section closure, complete refund to the user and additional penalty up to **Rs. 5000**.
 - w) After you log out from your account, you shall mark the NEXT ONLINE TIME i.e. the expected time of logging again and coming live on the Website. This is a must for increasing a loyal customer base leading to personal growth through the website. Not following such terms can lead to a negative impact on your profile by updating your penalty **count by +1** leading to your profile being shifted at the bottom of the website.

4. SERVICE FEES & PAYMENTS

- a) The pricing facility is provided to you on your dashboard which can be reviewed on the request being submitted by you to the technical team from your Dashboard. You agree to the policy that the pricing can be increased or decreased **up to 10% after a gap of 180** days from the date of joining or from the last price updated on your profile.
- b) It is agreed between the parties that the amount paid by the customer for the consultation through Counsel Karo, **50%** of the same shall be retained by Counsel Karo **and 50%** amount shall be deposited in the account details as provided by You subject to any kind of offer being presented to the customer by Counsel Karo which is inclusive of the buyback offer, Promotional Schemes offering Discounts, etc.
- c) Notwithstanding anything contained in clauses mentioned, the amount required to be paid to You for such consultations where Offers have been provided to the customer while booking consultations, shall be proportional to the offering given by Counsel Karo inasmuch as the amount lesser **than 50%** shall be paid to You detailing the amount deducted due to the promotional offer given to the customer.
- d) The Company shall collect payments from Clients and transfer the Counsellor's share after deducting Platform service fees, payment gateway charges, TDS, and applicable taxes.
- e) Payment will be **processed between 1st and 10th** of every month based on the completed sessions.
- f) The Counsellor shall be responsible for filing their own income tax, GST (if applicable), and maintaining statutory compliance.

5. REFUND

- a) You agree that any service rendered by you through the platform is chargeable. It is further agreed that if any complaint is being received from any user/customer seeking a refund of the amount paid on the website, the complaint shall be subject to review from the Administrator/Compliance Team. If the complaint is found genuine, the refund shall be processed accordingly either in full or partial without seeking your approval. It is agreed between the parties that the decision taken by Counsel Karo shall be final with regard to any refund. Once a refund is made, the same shall be from both the parties to this Terms i.e. You and Counsel Karo.
- b) You agree and declare that if the customer is not satisfied with the Services provided by You inclusive of wrong predictions being made or the service could not be rendered due to internet issue or other reasons, You shall refund the amount voluntarily to the account of the customer and shall update the information in this regard to Counsel Karo immediately. If violation of any of the clauses is reported to Counsel Karo, the amount shall be refunded to the customer without informing you and simultaneously a penalty of Rs. 500 per violation along with proportionate share will be recovered from you / to be paid by you.
- c) For the foreign users taking consultation through the website, any amount paid through the payment gateway will also be subject to refund if any complaint is raised for refund/chargeback of the amount paid by the user. Counsel Karo will present all evidence in its possession to the payment gateway and financial institution to resolve any complaints/chargeback requests. It is agreed that in the event of any refund being processed for any foreign user, the same shall be refunded from astrologers as well as Counsel Karo
- d) Notwithstanding anything contained in the above clauses, a refund can be initiated only for the services rendered in the past 3 years from the date of the request of a refund being made by the user/customer.

6. OBLIGATIONS OF THE COMPANY

- a) The Company shall provide the Counsellor with access to the Platform, including tools for managing profiles, scheduling, and conducting Consultations.
- b) The Company will list approved Counsellors on the Platform, allowing Clients to browse and select based on profiles, ratings, and reviews.
- c) The Company will handle Fee collection from Clients and disburse the Counsellor's share as per agreed terms mentioned in this agreement .
- d) The Company will provide technical support for Platform usage and handle Client disputes in good faith.

7. OBLIGATIONS OF THE COUNSELLOR

In addition to obligations under the main Agreement, the Counsellor shall:

- a) Maintain minimum availability of average 4 (four) live hours on daily basis

- b) Respond to consultation requests promptly.
- c) Maintain a minimum client satisfaction score of above 70%.
- d) Participate in periodic performance reviews or training sessions if required.
- e) Submit brief monthly activity reports, if requested by the Company.
- f) The Counsellor shall comply with all Platform policies, terms of service, and applicable laws, including data protection regulations.
- g) Maintain high standards of integrity, avoiding false claims or misleading statements.
- h) Not engage in harassment, discrimination, or any illegal activities.
- i) Keep accurate records of Consultations as required by the Platform.
- j) The Counsellor agrees to treat all Client information as Confidential and not disclose it without consent, except as required by law.
- k) During the term of this Agreement and for a period of 12 months / years thereafter, the Counsellor shall not directly solicit or provide services to Clients met through the Platform outside of it.
- l) The Counsellor must promptly update their profile with any changes in qualifications, availability, or contact information.
- m) You are required to upload a recent profile picture as your specific identity. The Profile Picture once uploaded cannot be changed without raising a request to the Counsel Karo. You are prohibited to use the same profile picture once uploaded on Counsel Karo, at any other platform, or at any other website over the internet till the subsistence of the present Terms. Violation of this clause will attract the de-activation of your profile without any warning issued and a fine of Rs. 21000 by the Compliance team at Counsel Karo.
- n) By creating a profile on Counsel Karo, you automatically grant to Counsel Karo an exclusive, royalty-free, perpetual, irrevocable, worldwide license (a) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, transmit and display any parts of your profile including but not limited to profile picture, rating, reviews, etc. and/or to incorporate it in other works in any form, media, or technology now known or later developed (b) display your profile online and offline and use the same in any marketing, promotional or branding activity on any medium like the internet, print, television, etc, and (c) display portions of your Content online or offline and permit others (contractors, vendors, partners, etc) to do the same.
- o) You agree not to disclose your personal identity on the profile. You will be assigned a specific display name associated with the profile picture being uploaded by you. The Display Name used at Counsel Karo cannot be changed without raising a request with Counsel Karo. You are prohibited to use the same display name at any other platform or at any other website over the internet.
- p) You are prohibited to publicize your work carried on while providing your services with the above display name and profile picture at Counsel Karo without seeking prior written permission from Counsel Karo.
- q) You agree that you shall not use the exact same display name and profile picture for a period of 3 years from the date of termination of this contract/ cessation of your profile/relation with Counsel Karo.
- r) You agree not to disclose your real name/Full name/alias name to any customer being assigned to you for consultation. You shall be using only the display name provided to you by Counsel Karo for any communication taking place at the platform either in the form of phone

consultation, review, comments, etc. Violation of this clause will attract the deactivation of your profile without any warning issued and a fine of **Rs. 21000** by the Compliance team at Counsel Karo.

- s) You shall not share any personal information belonging to yourself or any of your friends, acquaintances, family members, or any other persons who may or may not be connected with you. Such personal information is inclusive of contact number, bank account details, e-mails, websites, personalized page, blogs, social media profile(S) [inclusive of but not limited to Facebook, Wechat, Whatsapp, Telegram, Messenger, SMS, etc] with any of the customer seeking advice. Violation of this clause shall attract a penalty of **Rs. 21,000/-** INR. Further, the Green Tick shall be removed immediately on the violation, and the account shall stand deactivated temporarily.
- t) You declare and affirm that any information provided by You to Counsel Karo and uploaded by you on the Website is true and correct to the best of your knowledge and belief. No information provided by you is against the law and illegal. It is agreed between the parties that if any information provided by you is found to be untrue or wrong, a penalty of **Rs. 51,000** shall be imposed and Your profile shall be deactivated immediately without any information to You.
- u) By signing up with Counsel Karo, You agree that you shall not open a similar platform for a period of **3 years** from the cessation of your profile/relation with Counsel Karo. You are prohibited to use the Tag of Counsel Karo to lure the customers advised through the platform Counsel Karo. You may however after the termination of all relations with Counsel Karo, choose to work with a similar platform without using the same display name, profile picture, and other specific features as detailed above in this clause.
- v) You shall be under obligation to treat the Customer approaching through Counsel Karo, in a cordial fashion. Use of any kind of filthy language, imparting threats, etc. shall lead to deactivation of your profile on Counsel Karo for a minimum period of three (3) Days and shall attract a penalty of **Rs. 5100/-** for re activation of your profile. It is further agreed between the parties that **the 3 days** period can be further extended until the penalty is not paid within 3 days whereafter penalty of **Rs. 100/- INR** per day will be imposed on the astrologer until the date of re-activation.
- w) You agree to maintain decorum while replying to any comment posted on Counsel Karo inclusive of any comment or review posted by the customer dealt by you. While maintaining decorum you are prohibited in giving any personal information of the customer and the purpose for which the advice has been sought or any other confidential information revealed to you during your conversation/consultation with the customer.
- x) You are required to maintain proper decorum and answer all kinds of questions being sought by the customer in a peaceful manner. You agree that you shall not upload the personal information supplied by the customer or display at any place over the internet or any other platform, the reason or purpose of the advice sought from You by the customer. Any complaint received in such a scenario shall lead to the de-activation of your profile without any warning to you.
- y) You agree not to upload, post, email, transmit, or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable on/through Counsel Karo.

- z) You agree to make use of the conversation time for which the customer has paid in a productive manner. Unnecessarily dragging the call/chat for personal financial gain by any mode would attract a penalty. On receiving any complaint, the compliance team shall audit the call/chat and on found guilty, the amount paid for such conversation time shall be refunded and a penalty of Rs. 500/- for each violation shall be imposed on you.
- aa) You agree not to do any acts which may harm the reputation and interests of Counsel Karo including, but not limited to posting negative reviews on any social platform, disclosing the company's policies to anyone, and in general making any defamatory comments of any type or nature whatsoever to anyone about the Company, its employees, officers, directors, agents, consultants, affiliates, etc. You furthermore agree not to encourage, motivate, influence any of your friends, family members, customers, acquaintances, or any other person to do the same. Any violation of this clause shall attract a penalty of Rs. 21,000/- INR. Further, the Green Tick shall be removed immediately on the violation, and the account shall stand deactivated temporarily. For re-activation, the compliance team shall review the case and evidence and on being found guilty, the profile shall be deactivated permanently.
- bb) You agree not to promote any other platform/competitors providing similar services like Counsel Karo while using the Counsel Karo platform. Any violation shall attract a penalty of Rs. 21,000/- INR. Further, the Green Tick shall be removed immediately on the violation, and the account shall stand deactivated temporarily. For re-activation, the compliance team shall audit all the chats and calls between the customer(s) and the Astrologer Advisor, and on found guilty, the profile shall be deactivated permanently.
- cc) You are not permitted to charge for a free service being imparted by you for any reason whatsoever.
- dd) You agree that you shall not ask the customer to deposit any amount in your personal account for the services rendered through Counsel Karo.
- ee) For re-activation, the compliance team shall audit all the chats and calls between the customer(s) and the Astrologer Advisor, and on found guilty, the profile shall be deactivated permanently.
- ff) You are strictly prohibited to use the Website for promoting your personal products with the intention to attain personal gain through recommending and selling the products not specifically listed on Ritual Hub.
- gg) To avoid any kind of Penalty, you may get your products verified to be listed in Ritual Hub.
- hh) Listing of products on Ritual Hub does not mean that you will force the customer to buy your product only. The suggestion of a particular product is not prohibited however imposing on the customer (either showing negative effect or threatening for any kind of mishappening, etc.) will lead to violation of the present terms and conditions.
- ii) You are prohibited to obtain the contact information of any customer seeking advice from you and solicit the customer to contact you personally for your personal gain. You are also prohibited from sharing any personal contact information - including but not limited to - phone number, address, email address, website, social media handles like Facebook or Instagram profiles, etc - belonging to you or any of your associates, friends, family members or any other person or platform/company, etc. Violation of this clause shall immediately attract a penalty of Rs. 21,000/- without any warning and your profile shall be banned/removed from the Website. Payment of Penalty may allow re-activation of the profile subject to the severity of the violation made by you.

- jj) You agree to inform the customer approached through Counsel Karo to route all its queries through the portal and update the customer for not sharing his/her personal details on the chat/call conversations.
- kk) In case you want to refer any customer to any other Counsellor who is there on the Counsel Karo platform, you may do so only by sharing the Counsellor's Counsel Karo ID and Name and not through any other means including but not limited to - phone number, address, email address, website, social media handles like Facebook or Instagram profiles, etc
- ll) For any query raised by the customer, payment is to be made by them, and getting into contact with the customer for answering such questions personally will attract damages to be paid to the Counsel Karo to the tune of Rs.21,000/- for each violation made by You along with the removal of Green Tick from your profile.
- mm) You agree and declare not to use the personal information of the customer shared by the customer during the consultation/contact through Counsel Karo with you. On receiving such personal information inclusive of the contact details of the customer, You agree not to approach the customer directly without informing Counsel Karo for any reason inclusive of personal gains. Violation of this Clause shall attract immediate de-activation of your profile with a penalty of Rs. 21,000/- for each violation made by You.
- nn) You agree not to share the credentials received through Counsel Karo with anyone inclusive of Counsel Karo/AstroQ credentials. The system obtains data from the IP address employed by you while operating the website and finding a violation of the same penalty of 21000 and profile deactivation will be done.
- oo) You agree not to share your personal account details registered on Counsel Karo with anyone else. You are prohibited to provide consultation to the customer through anyone else by impersonating you before the customer. Such impersonation shall attract criminal liability against you along with a fine of 21000 and profile deactivation.
- pp) You agree not to impersonate any person or entity, including, but not limited to, any other Counsellor registered on Counsel Karo, guide, or falsely state or otherwise misrepresent your affiliation with a person or entity or other portals. In violation of the same, you shall be issued a warning written as well as verbal along with a penalty of Rs. 21,000/-. The Green tick shall also be removed immediately on such a violation. Further if found in violation of Clause 2(g)(ii), another penalty of Rs. 21,000/- shall be imposed along with permanent de-activation of your profile. You are advised to share details of all the devices used by you for accessing the Website by dropping us an email at support@counselkaro.com.
- qq) You agree to maintain your services at the fair price guaranteed by Counsel Karo to its customers. You agree not to sign up with any other portal imparting similar services as Counsel Karo at a similar price or any price lower than the price at Counsel Karo. The system at Counsel Karo is built to track the profiles made by you with any other portal at a lower price while on the Counsel Karo. Such action will lead to lowering your price quoted on the website without seeking any approval from you. Any violation of this clause will be considered as an offense and you shall be liable to such appropriate action under the law along with a penalty of Rs. 11000/-.
- rr) You agree that the profile once verified by the Compliance team cannot be changed without prior approval subject to the re-verification of the change requested to be made in your profile. Any request for changing the contents of your profile is required to be raised from the dashboard by raising a ticket for the same on the platform.

- ss) Any criminal record or legal proceedings related to the Counsellor shall be their sole responsibility, and the Company shall not be held liable for the same.”

8. EXCLUSIVE ASSOCIATION

- a) During the term of this Agreement, the Counsellor shall work exclusively with the Company for online astrology consultations unless expressly permitted in writing.
- b) If the Counsellor wishes to associate with any other digital platform, aggregator, or app offering similar astrology or spiritual advisory services, they must obtain prior written consent from the Company.
- c) By signing up with Counsel Karo, you agree that you shall not work/deliver your services on any competitor platform imparting similar services over the internet. You are also prohibited to use a disguised or alias name while trying to deliver your services (similar to the service being delivered at Counsel Karo) on any competitor platform over the internet. You also agree not to use the display name and profile picture of your Counsel Karo profile on your personal social media handles and website or anywhere on the internet. Violation of this clause will attract deactivation of your profile without any warning issued and termination of the Agreement immediately and forfeit unpaid dues and attract a fine of Rs. 21000 by the Compliance team at Counsel Karo.

9. QUALITY REVIEW & DISCIPLINARY ACTION

- a) It is agreed between the parties that all the Chat conversations and the call consultations made by You with the customer/user of the Website shall be duly recorded for quality purposes. Counsel Karo reserves the right to monitor such conversations and consultations for monitoring purposes, service quality, client satisfaction, and compliance with Platform standards with prior approval from You.
- b) The website has a functionality of review for the services rendered by you to its customers. The customer can give a positive as well as negative review depending on the service rendered by you. You agree not to remove/delete any review and any change required to be made in the reviews submitted by the customer, a request in the “My review” tab in your dashboard can be submitted for deletion to the technical team, which shall review and take appropriate action.
- c) The Company may issue written warnings, temporary suspension, or delisting in cases of:
 - Client complaints or misconduct;
 - False or misleading advice;
 - Breach of confidentiality or ethics;
 - Inappropriate behavior or unprofessional communication.

In case of repeated violations, the Company may terminate this Agreement with immediate effect.

10. TERM AND TERMINATION

- a) The Agreement shall become effective from the date on which the Counsellor receives the official joining email and/or the login credentials (unique ID) provided by the Company and continue unless terminated as per the provision below
- b) By signing up with Counsel Karo and after due verification of the details as provided by You, your profile will be created. After your profile has been made live and upon the termination of the present Terms, Counsel Karo shall have the right to display your profile on Counsel Karo for a continuous period of 3 (Three) years if the profile has not been deactivated/removed for violation of any terms and conditions of the present Terms between the parties.
- c) Counsel Karo reserves its right to update any feature provided to you while associating with the platform. Once any new feature is added upgraded or deleted, the same shall be duly updated to You on your notice board/dashboard in the Counsel Karo Application. Your continued use of the Website shall signify your acceptance of the updates made and shall be binding on both parties.
- d) Counsel Karo reserves the right to change or modify, from time to time, any provision, terms & conditions of this Agreement at its sole discretion. Any such change(s) shall be effective immediately upon the posting of revised Terms and may or may not be separately notified via email. You can determine when these Terms were last revised by referring to 'LAST UPDATED' at the top of these Terms. By signing onto the application by agreeing to the "Terms and Conditions" any time after the "LAST UPDATED" date, you shall be deemed to have accepted the Terms herein including the amended Terms published from time to time. Your continued use of the Platform following the posting of changes means that you accept and agree to the changes. If you do not agree with any such change, your sole and exclusive remedy are to terminate your use of the Application. We encourage you to refer to the "Terms and Conditions" every time you login into the application. It is, further, clarified that your use and access of the Application/Service(s) is subject to the most recent version of these Terms made available on the Application at the time of such use.
- e) Either Party may terminate this Agreement by giving _____ days' written notice without assigning reason.
- f) The Company may terminate immediately in cases of policy breach, client complaints, misconduct, violation of policies or poor performance (e.g low ratings)
- g) On termination, the Counsellor's profile shall be removed from the Platform, and pending dues, if any, shall be settled after applicable deductions.
- h) Upon termination, the Counsellor must cease using the Platform, return Confidential Information, and settle any outstanding payments. Clause no: 12 survive termination.

11. CONFIDENTIALITY

- a) The Counsellor shall maintain strict confidentiality of all Client data, Platform content, and business information.
- b) Disclosure of any confidential data or Client communication outside the Platform is strictly prohibited and shall constitute material breach.
- c) Both parties agree to maintain the confidentiality of Confidential Information and not disclose it except as necessary for performance under this Agreement or as required by law.

- d) You agree that you shall hold the confidential information in the strictest of confidence and to protect the Confidential Information from disclosure to any third party. The confidential information can be used only for the use of the Website under this Terms and shall not use any part of it, for its own purposes or the purposes of any other party.
- e) Any breach / violation of confidentiality clause(s) will result into immediate termination of the Agreement & also outstanding amount if any shall be forfeited and a penalty of **Rs 21000** will be recovered from you.

12. INTELLECTUAL PROPERTY

- a) All rights in the Platform's name, brand, software, and content remain exclusively with the Company.
- b) The Counsellor may not reproduce, copy, or use such material without prior consent. Any materials or reports created by the Counsellor for Platform Clients shall be treated as the Company's intellectual property.
- c) The Counsellor grants the Company a non-exclusive, royalty-free license to use their profile information, images, and any content provided for the Platform (e.g., bios, testimonials) for promotional purposes.
- d) By creating a profile on Counsel Karo, you automatically grant to Counsel Karo an exclusive, royalty-free, perpetual, irrevocable, worldwide license (a) to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, transmit and display any parts of your profile including but not limited to profile picture, rating, reviews, etc. and/or to incorporate it in other works in any form, media, or technology now known or later developed (b) display your profile online and offline and use the same in any marketing, promotional or branding activity on any medium like the internet, print, television, etc, and (c) display portions of your Content online or offline and permit others (contractors, vendors, partners, etc) to do the same.
- e) All rights to the Platform, including software, trademarks, and content created by the Company, remain the Company's property. The Counsellor shall not copy, modify, or reverse-engineer the Platform.
- f) Any astrological charts, readings, or materials created during Consultations are owned by the Counsellor, but the Company may use anonymized data for analytics.
- g) Counsel Karo shall be the sole owner of and retain all ownership rights to all content generated and displayed on the Counsel Karo Platform including copies of data transferred or received between the users (customers) of the platform and the Counsellor. This section shall survive expiration or termination of this Agreement

13. NON-SOLICITATION

- a) Counsellor agrees that during the Agreement term and for a period of 12 months after termination, they shall not directly solicit or accept paid or free astrology assignments from Clients introduced through the Platform outside the Platform ecosystem.
- b) By signing up with Counsel Karo, You agree that you shall not open a similar platform for a period of 5 years from the cessation of your profile/relation with Counsel Karo. You are prohibited to use the Tag of Counsel Karo to lure the customers advised through the platform Counsel Karo. You may however after the termination of all relations with Counsel Karo,

choose to work with a similar platform without using the same display name, profile picture, and other specific features as detailed above in this clause.

- c) By signing up with Counsel Karo, You agree that you shall not work/deliver your services on any competitor platform imparting similar services over the internet. You are also prohibited to use a disguised or alias name while trying to deliver your services (similar to the service being delivered at Counsel Karo) on any competitor platform over the internet.

14. REPRESENTATIONS & WARRANTIES

The Counsellor represents that:

- a) He/she is qualified and possesses adequate knowledge, training, and ethical understanding of astrology practices;
- b) He/she will provide genuine guidance based on established astrological methods;
- c) He/she will comply with applicable laws, including those relating to data protection and advertising standards.
- d) All information provided is accurate and not misleading.
- e) He/she have no criminal record or pending legal issues that could affect Services.
- f) They will not infringe third-party rights.

Both parties acknowledge that astrology is not a science, and no warranties are made regarding the accuracy or outcomes of Services.

15. INDEMNITY

- a) The Counsellor agrees to indemnify and hold harmless the Company, its directors, officers, and employees from any claims, damages, or losses arising from:
 - Inaccurate or misleading advice,
 - Violation of laws, or
 - Breach of this Agreement.
 - Gross negligence,
 - Wilful misconduct.
- b) You undertake to indemnify the Website and its affiliates, directors, employees, and other officers against any claims, liabilities, actions, proceedings, demands, expenses, etc which the Website may incur or suffer in connection with any proceeding arising out of
 - The use of the platform by you,
 - Any unauthorized use and violation of the profile created and managed by you on the Website.
- c) The indemnified party, before any claim is brought for indemnification, shall, notify the indemnifying party of the indemnifiable proceeding, and deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceedings.
- d) If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

16. LIMITATION OF LIABILITY

- a) The Company's total liability to the Counsellor, regardless of the cause of action, shall not exceed the total amount of commission retained by the Company in the month immediately preceding the event giving rise to such claim.
- b) The company is not liable for any consequences arising out of or as a result of any recommendation , remedies , advices , prediction given by counsellor to the client .

17. DISPUTE RESOLUTION

- a) Any disputes arising from this Agreement shall be resolved through mediation/arbitration in Anand, Gujarat, failing which, through courts in Anand, Gujarat

18. SEVERABILITY

- c) The Parties agree that if any of the provisions of this Terms shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the other remaining provisions of this Terms shall remain in full force and effect.
- d) On such clause being declared or determined as unlawful or unenforceable, the same shall stand removed from this Terms while the other Clauses shall have no adverse effect in the case of such clause being declared as unlawful or unenforceable

19. GOVERNING LAW & JURISDICTION

- a) This Agreement shall be governed by the laws of India.
- b) All disputes shall be subject to the exclusive jurisdiction of the courts at Anand, State of Gujarat.

These Terms, and, any disputes arising out of the present Terms shall be governed by the laws applicable to the Region at Anand.

The Courts situated at Anand shall have exclusive jurisdiction to entertain and decide any dispute arising between the parties under these Terms.

20. MISCELLANEOUS

- a) No amendment shall be valid unless agreed & accepted digitally (by mail) made in by both Parties.
- b) The Counsellor shall not assign or transfer this Agreement.
- c) All notices shall be sent to the registered email or address provided by each Party.
- d) This document constitutes the full and final understanding between the Parties.
- e) This Agreement constitutes the entire understanding and supersedes all prior agreements.
- f) Amendments must be in writing and signed by both parties.
- g) If any provision is invalid, the remainder remains enforceable.
- h) Neither party is liable for delays due to events beyond control (e.g., natural disasters).
- i) The Counsellor is an independent contractor, not an employee of the Company.
- j) Limitation On Liability: Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this Terms.

- k) Assignment: Neither party may assign this Terms or any of their rights or obligations under this Terms without the other party's written consent.

21. ELECTRONIC ACCEPTANCE & CLICK-WRAP CONSENT

- a) The Counsellor acknowledges that this Agreement is made available on the Company's online service platform and may be accepted electronically. By clicking the **"I Agree"**, **"I Accept"**, or any similar acceptance button displayed on the platform, the Counsellor provides valid, binding, and irrevocable consent to this Agreement and all its terms.
- b) The Counsellor expressly agrees that such acceptance through a button-click constitutes:
- valid acceptance under the Indian Contract Act, 1872;
 - a legally effective electronic signature and electronic authentication the Information Technology Act, 2000; and
 - conclusive evidence of the Counsellor's intention to be legally bound by this Agreement.
- c) The Counsellor further acknowledges and agrees that:
- the Agreement was presented in an accessible electronic form;
 - the Counsellor had the opportunity to read, review, and download the Agreement prior to acceptance; and
 - clicking **"I Agree"** / **"I Accept"** constitutes a clear, affirmative act demonstrating informed consent.
- d) The Parties agree that this Agreement, when accepted electronically, shall have the same legal force, effect, and enforceability as an agreement signed physically or executed using a digital signature certificate. No physical signature or paper copy is required.
- e) The Company may maintain electronic records, logs, timestamps, IP addresses, and version information as evidence of acceptance. The Counsellor agrees that such electronic records shall be admissible in any legal proceedings and shall constitute conclusive proof of execution of this Agreement.