

The Mind Garden - Terms and Conditions

TERM AND CONDITIONS

This document is an electronic record in terms of (i) Information Technology Act, 2000; (ii) the rules framed there under as applicable; and (iii) the amended provisions 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 document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms for access or usage of [www.The Mind Garden.com](http://www.TheMindGarden.com) (the "Website").

The Website is owned and operated by The Mind Garden, which is a registered trademark and is owned by Sonakshi Gandhi. The official clinic address is 6/10, First Floor, Shantiniketan, Delhi 110021, India.

These terms of usage ("Terms") govern your use of the Website and Services provided therein ("Services"). By using or visiting the Website, or by using any content or information provided as part of the Website/ Services, you shall be deemed to have read, understood, and accepted to be bound by these Terms. If you do not agree to these Terms, do not use this Website/ Services. Because these Terms are a legal contract between you and The Mind Garden, it is important that you review the Terms carefully before accessing or using the Website. These Terms are not intended to alter in any way or limit the terms or conditions of any other agreement that you may have with The Mind Garden, including without limitation the privacy policy ("Privacy Policy").

For the purpose of these Terms, wherever the context so requires "You", "Your" or "User" shall mean any natural person who uses the Website for availing the Services. The term "We", "Us", "Our", "The Mind Garden" shall mean the Company, its employees, and authorized agents that perform any services on the Company's behalf.

If you are not an individual and are an incorporated/registered entity/institute/organization seeking to avail the services of The Mind Garden for your members/employees/students or any individuals registered with you for any services, you shall enter into an agreement/memorandum of understanding with The Mind Garden for this purpose. Each individual availing the services of The Mind Garden under such agreement/memorandum of understanding shall be bound by these Terms and Privacy Policy available here.

We reserve the right to make changes to these Terms at any time. Any such modifications will become effective immediately upon posting to the Website and your continued use of the Website, and/or the Services constitutes your agreement to such modifications. You agree to periodically review the current version of these Terms of Use as posted on the Website.

The Website allows Users to connect with counsellors or other individuals (“Expert(s)”) who provide counselling and therapy services.

We provide the following online/offline counselling and therapy services :

<https://www.themind.garden/book-online>

Know more about The Mind Garden here on this

<https://www.themind.garden/>

Use of the Website is available only to persons over the age of eighteen (18). If you are a minor i.e. under the age of eighteen (18) years, you shall not register as a member of the Website and shall not sell or purchase any items on the Website, unless you are accessing this Website with parental guidance or guidance of a legal guardian. We reserve the right to terminate your membership and refuse to provide you with access to the Website if it is brought to our notice or if it is discovered that you are under the age of eighteen (18) years and are accessing this Website without parental consent and guidance or consent and guidance of a legal guardian. We will not be liable for any harm caused to you on account of any use of the Website without appropriate parental consent.

1. PAYMENT

1.1 We may charge for audio, and/or video-based counselling/ therapy sessions. Before availing any such Service, we will appraise the User of the applicable charges for the said Service. In addition to these Terms, a User shall also be bound by the terms (if any) mentioned for specific Service(s).

Please note the specific refund policy in the event of the following circumstances:

Refund Policy:

Since appointments are typically made a week in advance, cancellations or rescheduling of sessions is allowed with a 24-hour period.

Any cancellations/rescheduling/ missed appointments occurring without a 24 hour notice will be fully charged for.

In case of emergencies and in one off cases, you could reach out to your therapist and let them know. The discretion to waive of the cancellation fee would lie with the individual therapist.

1.2.2 Appointments (Audio/Video/Face to Face):

1.2.2.1 For any services purchased, The Mind Garden team shall make 2 attempts to reach the customer for confirmation of the services. In case, the customer fails to respond within 7 days of the last communication, the service will be treated as consumed and no refunds shall be provided by The Mind Garden.

1.2.2.2 In case, of technical difficulties during or at the time of the session, The Mind Garden will check with their service providers. If the case is adjudged to be genuine, the appointment shall be rescheduled.

1.2.2.3 For Audio/Video Sessions, in case, the customer fails to turn up at the time of the appointment, **appointment will be treated as consumed and no refunds shall be provided by The Mind Garden.**

For Face to Face appointments, any no shows are treated as availed services and no refund or rescheduling shall be provided by The Mind Garden in such a scenario.

1.2.2.4 For any reschedule request, the customer needs to inform The Mind Garden at least 24 hours in advance.

LEGAL ACTIONS

If you are found you are found degrading, tarnishing, maligning the Image/reputation of The Mind Garden.com by spreading hatred, false/fake reviews, wrong actions against the platform or against any other associates, strong legal actions will be taken immediately.

1.3 User(s) can make payments through any of the following available options:

1.3.1 Internet Banking

1.3.2 Debit/ Credit Cards

1.4 The User agrees and accepts that all nuances and modalities relating to making payment using Internet Banking/ Debit/Credit Cards ("Virtual Payment Mode") shall be separately governed by arrangement(s) / terms and conditions between the User and the relevant banks. We shall not be responsible, in any manner whatsoever, for any liability that may arise in relation to the Virtual Payment Modes (including any fraudulent transaction).

1.5 While availing any of the payment method(s) available on the Website, we will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to (a) lack of authorization for any transactions; (b) any payment issues arising out of the transaction or (c) decline of such transaction for any reason.

1.6 You understand, accept and agree that the payment facility provided us, is neither a banking nor financial service.

1.7 The Mind Garden reserves its right to change the charges for Services, at any time, without the requirement of any prior intimation to the User. Any such change shall be binding and effective on the User.

2. OWNERSHIP OF THE WEBSITE

2.1 The Website contains content owned or licensed by The Mind Garden Private. The Mind Garden owns and retains all rights. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying The Mind Garden Content and you will not reproduce, modify, adapt,

prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit The Mind Garden Content.

2.2 The Mind Garden name and logo are trademarks registered under the name of Sonakshi Gandhi and may not be copied, imitated or used, in whole or in part, without the prior written permission of The Mind Garden, except with prior consent. In addition, all custom graphics, button icons and scripts are service marks, trademarks and/or trade dress of The Mind Garden, and may not be copied, imitated or used, in whole or in part, without prior written permission from The Mind Garden.

3. USE OF THE WEBSITE AND CONDUCT

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3.1 Use of the Website

3.1.1 You may use the Website for lawful purposes only. You shall not post or transmit through the Website any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

3.1.2 You agree not to engage in any of the following prohibited activities: (i) copying, distributing, or disclosing any part of the Website in any medium; (ii) transmitting spam, chain letters, or other unsolicited email; (iii) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Website; (iv) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) uploading invalid data, viruses, worms, or other software agents through the Website; (vi) collecting or harvesting any personally identifiable information, including account names, from the Website; (vii) using the Website for any commercial purposes without having all necessary rights and licenses to the User Content; (viii) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (ix) interfering with the proper working of the Website; (x) accessing any content on the Website through any technology or means other than those capabilities provided by the Website; or (xi) bypassing the measures we may use to prevent or restrict access to the Website, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Website or the content therein.

3.2 User Content Guidelines:

3.2.1 You are solely responsible for your conduct and any data that you submit, post or display on or via the Website. The Mind Garden shall have no liability for conduct in relation

to your use of our Website. Violations of these Terms may result in legal consequences prescribed by the applicable laws.

3.2.2 The Website provides Users the facility to create, share and post content (together, "User Content"). The Mind Garden claims no ownership rights over User Content created by you. The Mind Garden has the right (but not the obligation) in its sole discretion to remove any User Content that is stored via the Website.

3.2.3 The Mind Garden takes no responsibility and assumes no liability for any User Content that you or any other User or third party creates, stores, shares, posts or sends through the Website. You shall be solely responsible for your User Content and the consequences of posting, publishing it, or sharing it and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. If your Content violates these Terms, you may bear legal responsibility for that content.

3.2.4 You agree not to post, store, transmit, create or share any User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) seeks to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable details or otherwise; (iv) may constitute or contribute to a crime or tort; (v) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, or otherwise objectionable; (vi) contains any information or content that is illegal (including, without limitation, the disclosure of insider information under securities law or of another party's trade secrets); or (vii) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships. You agree that any User Content that you create, store, or share does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights (as defined below) or rights of privacy. The Mind Garden reserves the right, but is not obligated, to reject and/or remove any User Content that The Mind Garden believes, in its sole discretion, violates these provisions. For the purposes of these Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all Website therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

3.2.5 In connection with your User Content, you affirm, represent and warrant the following:

3.2.5.1 Your User Content and your use thereof as contemplated by these Terms and the Website will not violate any law or infringe any rights of any third party, including but not limited to any Intellectual Property Rights or privacy rights.

3.2.5.2 To the extent that you use the Website for any commercial purpose and your User Content contains any copyrighted material that is not your original work or in which you do not otherwise own the copyright, you have obtained all rights, licenses, consents, and

permissions necessary in order to use that copyrighted material in connection with the creation and/or dissemination of that User Content using the Website.

3.2.5.3 The Mind Garden may exercise the rights to your User Content granted under these Terms without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.

3.2.5.4 The Mind Garden takes no responsibility and assumes no liability for any User Content that you or any other User or third party creates, stores, shares, posts, sends or otherwise makes available through the Website, whether directly or indirectly. You shall be solely responsible for your User Content and the consequences of posting, publishing it, or sharing it and you agree that The Mind Garden is only acting a passive conduit for the distribution and publication of your User Content. If your Content violates these Terms, you may bear legal responsibility for that content.

4. RIGHTS TO USER CONTENT

4.1 If you share your User Content with The Mind Garden and/or link your User Content to The Mind Garden on a third party service and/or post content on any social media page owned and operated by The Mind Garden you expressly grant, and you represent and warrant that you have all rights necessary to grant, to The Mind Garden a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Website and The Mind Garden's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of our Website (and derivative works thereof) in any media formats and through any media channels.

5. DISCLAIMERS

5.1 THE ADVICE OR INFORMATION PROVIDED BY EXPERTS VIA THE WEBSITE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND CANNOT BE CONSIDERED A SUBSTITUTE FOR EXAMINATION BY A DOCTOR OR OTHER MENTAL HEALTH PROFESSIONAL. YOU ARE ADVISED STRONGLY AGAINST RELYING SOLELY ON, OR MAKE DECISIONS BASED SOLELY ON ADVICE PROVIDED BY ANY Expert.

5.2 You understand and agree that although a Expert may be a counsellor, therapist or other mental health professional. The Mind Garden disclaims any and all liability for any consultation and therapy services rendered by an Expert to you through the Website. You further acknowledge and agree that you take full responsibility for the decision to access an Expert through the Website and to continue to interact with such individual(s), and that the role of The Mind Garden is strictly limited to providing access to such Experts to you.

5.3 USE OF THE SERVICES IS NOT FOR EMERGENCIES. IF YOU THINK YOU HAVE A MEDICAL OR MENTAL HEALTH EMERGENCY, OR IF AT ANY TIME YOU ARE CONCERNED

ABOUT YOUR CARE OR TREATMENT, PLEASE GO TO THE NEAREST HOSPITAL OR HEALTH CARE PROVIDER.

5.4 THE WEBSITE IS NOT A SUICIDE HELPLINE PLATFORM. IF YOU ARE CONSIDERING OR CONTEMPLATING SUICIDE OR FEEL THAT YOU ARE A DANGER TO YOURSELF OR TO OTHERS, YOU MAY DISCONTINUE USE OF THE SERVICES IMMEDIATELY AT YOUR DISCRETION AND PLEASE NOTIFY APPROPRIATE POLICE OR EMERGENCY MEDICAL PERSONNEL. IF YOU ARE THINKING ABOUT SUICIDE, IMMEDIATELY CALL A SUICIDE PREVENTION HELPLINE.

5.5 YOUR USE OF INFORMATION PROVIDED ON THE WEBSITE AND AVAILING OF SERVICES ON THE WEBSITE IS SOLELY AT YOUR OWN RISK. THE MIND GARDEN IS NOT, AND WILL NOT IN ANY MANNER BE INVOLVED IN THE PRACTICE OF MEDICINE OR THE PROVISION OF MEDICAL CARE.

6. PRIVACY AND SECURITY

6.1 You understand that by using the Website you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy.

6.2 You understand that The Mind Garden cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

7. WARRANTY

7.1 THE WEBSITE IS PROVIDED ON AN "AS IS" BASIS, AND USE OF THE WEBSITE IS AT THE USER'S RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE MIND GARDEN OR THROUGH THE WEBSITE WILL NOT CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, THE MIND GARDEN, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT FOUND ON THE WEBSITE IS ACCURATE, RELIABLE OR CORRECT; THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS; THAT THE WEBSITE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE WEBSITE.

7.2 THE MIND GARDEN DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND THE MIND GARDEN WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

8. EXCEPTIONS AND LIMITATIONS

8.1 The Mind Garden does not make any representation or warranty as to the quality or value of the services offered on the Website, or availability of Expert(s). The Mind Garden does not implicitly or explicitly support or endorse any services on the Website. The Mind Garden shall not be liable for any errors or omissions, whether on behalf of itself or third parties.

8.2 While The Mind Garden carries out background checks and verifications on all Experts, you understand and acknowledge that The Mind Garden does not endorse, recommend, warrant or guarantee to qualifications, expertise, claims or background of any Expert, or any service, advice, opinion, recommendation provided by an Expert. Nothing contained in these Terms, the Website or on any third party site shall be considered as an endorsement, recommendation, referral, verification, warranty or guarantee with respect to (a) any Expert; (b) the Website or (c) any service, advice, opinion, recommendation made available via the Website or (d) the validity, accuracy, availability, completeness, safety, legality, quality or applicability of any information made available via the Website.

8.3 You acknowledge that there will be occasions when the Website may be interrupted, including, without limitation, for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.

8.4 You agree that The Mind Garden is not responsible for, and does not endorse, User Content posted within the Website. The Mind Garden does not have any obligation to pre-screen, monitor, edit, or remove any User Content. If your User Content violates these Terms, you shall be solely responsible for any legal consequences with respect to such User Content.

8.5 The Mind Garden reserves the right to remove any User Content from the Website for any reason, without prior notice. User Content removed from the Website may continue to be stored by The Mind Garden, including, without limitation, in order to comply with certain legal obligations, but may not be retrievable without a valid court order. The Mind Garden will not be liable to you for any modification, suspension, or discontinuation of the Website, or the loss of any User Content.

8.6 We may, without prior notice, change the Website, stop providing the Website or features of the Website, to you or to Users generally, or create usage limits for the Website. We may permanently or temporarily terminate or suspend your access to the Website, or delete any User Content without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

9. TERMINATION

9.1 The Mind Garden may terminate these Terms for any reason at any time. The Mind Garden reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to and use of the Website, with or without prior notice. Otherwise applicable sections of the Terms shall survive termination. In addition to any termination rights, we reserve the right to enforce and prosecute any violations of these Terms.

10. LINKS

10.1 The Website may contain links to other Websites ("Linked Sites"). The Linked Sites are not under the control of the Company. We are not responsible for the content of any Linked Site, including, without limitation to, any link contained in a Linked Site, or any changes or updates to a Linked Site.

10.2 We are not responsible for any form of transmission, whatsoever, received by the User from any Linked Site. We are providing these links only for convenience, and the inclusion of any such link does not imply endorsement by the Website, of the Linked Sites or any association with its operators or owners including the legal heirs or assigns thereof.

10.3 On accessing the Linked Sites, you shall be governed by the terms of use, privacy policy and such other additional policies of the Linked Sites. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, advertising, products, services or other materials available on or through any Linked Sites or for any errors, defamatory content, libel, slander, omissions, falsehoods, obscene content, pornographic material, or any profanity contained therein.

11. INDEMNIFICATION

11.1 You shall indemnify and hold us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments and expenses, as well as third party claims and causes of action, including, without limitation, attorneys' fees, arising out of any breach by you of any of these Terms, or any use by you of the Website. You shall provide us with such assistance, without charge, as we may request in connection with any such defence, including, without limitation, providing us with such information, documents, records and reasonable access to you, as we deem necessary. You shall not settle any third party claim or waive any defence without our prior written consent.

11.2 IN THE EVENT OF A DISPUTE REGARDING ANY TRANSACTION CONDUCTED VIA THE WEBSITE, YOU HEREBY RELIEVE THE MIND GARDEN, ITS AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS AND AGENTS FROM ALL MANNER OF ACTIONS, CLAIMS OR DEMANDS AND FROM ANY AND ALL LOSSES (DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL), DAMAGES, COSTS OR EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES, WHICH MEMBER MAY HAVE AGAINST ONE OR MORE OF THE ABOVE.

12. LIMITATION OF LIABILITY

12.1 IN NO EVENT WILL THE MIND GARDEN OR ITS AFFILIATES OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE WEBSITE BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE WEBSITE OR ANY LINKED SITES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE. THESE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE MIND GARDEN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

12.2 BY USE OF THE WEBSITE AND THE SERVICES, THE USER ACKNOWLEDGES THAT HE/SHE IS SOLELY RESPONSIBLE FOR ANY AND ALL ACTIONS, LIABILITIES, CONSEQUENCES, DECISIONS, BEHAVIOURS ("CONDUCT") ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE AND/OR SERVICES, AND SHALL IN NO WAY HOLD THE MIND GARDEN AND/OR ITS AFFILIATES RESPONSIBLE FOR SUCH CONDUCT.

13. GOVERNING LAW

This Agreement shall be governed by the laws of India, and the courts of Delhi shall have exclusive jurisdiction with respect to any dispute arising hereunder.

14. GRIEVANCE OFFICER

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

Name: Ms. Sonakshi Gandhi,

E-mail Address: themindgardenclinic@gmail.com

Postal Address: 6/10, First Floor, Shantiniketan, Delhi 110021, India.

15. MISCELLANEOUS PROVISIONS

15.1 Survival: In the event of termination or expiration of these Terms for any reason, any provisions of these Terms that by their nature should survive termination of these Terms will survive termination of these Terms, unless contrary to the pertinent provisions herein stated.

15.2 Severability: If any term or provision in these Terms is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of these Terms, but the validity and enforceability of the remainder of these Terms shall not be affected.

15.3 Unenforceability: If any provision of these Terms or any word, phrase, clause, sentence, or other portion thereof should be held to be unenforceable or invalid for any reason, then

provided that the essential consideration for entering into these Terms on the part of any Party is not unreasonably impaired, such provision or portion thereof shall be modified or deleted in such manner as to render these Terms as modified legal and enforceable to the maximum extent permitted under applicable laws.

15.4 No Waiver: No delay or omission by either Party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of these Terms shall impair any such right or power or be construed to be a waiver thereof. The terms and conditions of these Terms may be waived or amended only in writing or mutual agreement of the Parties. A waiver by either of the Parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained (whether or not the provision is similar).

15.5 Notices: Any notice required or permitted to be given to The Mind Garden hereunder shall be in writing and sent or transmitted by (i) registered or certified mail; (ii) hand-delivery; (iii) email; or (iv) internationally recognized courier service, provided its receipt is acknowledged and, dispatched or sent or transmitted to the address specified The Mind Garden. All notice required to be given under these Terms shall be addressed to:

Name: The Mind Garden, Sonakshi Gandhi

Postal Address: 6/10, First Floor, Shantiniketan, Delhi 110021, India.

E-mail Address: themindgardenclinic@gmail.com

NOTE: We encourage you to periodically review this page for the latest information on our Privacy Policy and practices. THE MIND GARDEN reserves the right to **change** these **terms and conditions** at any time without prior notice. In the event that any **changes** are made, the revised **terms and conditions** shall be posted on this website immediately.