

LICENSED APPLICATION END USER LICENSE AGREEMENT

This End User License Agreement (this “Agreement”) is entered into by and between Majestic GarbhSanskar. (the “Application Provider”) and “You”, the individual user of this Product, also known as the “Licensed Application”. Access to, use of and/or browsing of the Licensed Application is provided subject to the terms and conditions set forth herein. By accessing, using and/or browsing the Licensed Application, You hereby agree to these terms and conditions. This Agreement is concluded between the Application Provider and You only, and the Application Provider is solely responsible for the Licensed Application and the content thereof.

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT THE APPLICATION PROVIDER’S LIABILITY TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS USING, ACCESSING AND/OR BROWSING THE LICENSED APPLICATION CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT THE LICENSED APPLICATION IMMEDIATELY AND DO NOT USE, ACCESS AND/OR BROWSE THE LICENSED APPLICATION. BY ENTERING/INSTALLING THE LICENSED APPLICATION, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS, THAT THE PROVISIONS, DISCLOSURES AND DISCLAIMERS SET FORTH HEREIN ARE FAIR AND REASONABLE, AND THAT YOUR AGREEMENT TO FOLLOW AND BE BOUND BY THESE TERMS AND CONDITIONS IS VOLUNTARY AND IS NOT THE RESULT OF FRAUD, DURESS OR UNDUE INFLUENCE EXERCISED UPON YOU BY ANY PERSON OR ENTITY.

SCOPE OF LICENSE

The license granted to You for this Licensed Application is a non-transferable license to use the Licensed Application on any android phone or tablet that You own or control and as permitted by the Usage Rules set forth in the Google Play Store Terms of Service.

MEDICAL ADVICE DISCLAIMER

The Application Provider provides the Licensed Application and the services, information, content and/or data (collectively, “Information”) contained therein for informational purposes only. The Application Provider does not provide any medical advice on the Licensed Application, and the Information should not be so construed or used as medical advice. Using, accessing and/or browsing the Licensed Application and/or providing personal or medical information to the Application Provider does not create a physician-patient relationship between You and the Application Provider. Nothing contained in the Licensed Application is intended to; create a physician-patient relationship, replace the services of a licensed trained physician or health professional, or to be a substitute for medical advice of a physician or trained health professional licensed in your state. You should not rely on anything contained in the Licensed Application, and You should consult a physician/Doctor licensed in your state in all matters relating to your health. You hereby agree that You shall not make any health or medical related decision based in whole or in part on anything contained in the Licensed Application.

ADVICE DISCLAIMER

You hereby acknowledge that nothing contained in the Licensed Application shall constitute professional advice of any nature and that no professional relationship of any kind is created between You and the Application Provider. You hereby agree that You shall not make any decision based in whole or in part on anything contained in the Licensed Application.

INFORMATION DISCLAIMER

The opinions expressed in the Licensed Application are not necessarily the opinions of the Application Provider and do not necessarily reflect the opinion of its affiliates, agents creators or licensors.

Any opinions of the Application Provider on the Licensed Application are or have been rendered based on specific facts, under certain conditions, and subject to certain assumptions, and may not and should not be used or relied upon for any other purpose, including, but not limited to, for use in or in connection with any medical decisions or treatment.

The Information in the Licensed Application may be changed without notice and is not guaranteed to be complete, correct, timely, current or up-to-date. Similar to any printed materials, the Information may become out-of-date. The Application Provider undertakes no obligation to update any Information on the Licensed Application; provided, however, that the Application Provider may update the Information at any time without notice in the Application Provider's sole and absolute discretion. The Application Provider reserves the right to make alterations or deletions to the Information at any time without notice.

POSTING GUIDELINES

The Licensed Application provides for the use of a password for You to protect your personal information. However the Application Provider does not represent or warranty that the password cannot be broken and your personal information become available to third parties. The uploading, emailing, or otherwise making available any information contained in the Licensed Application to a third party is the sole responsibility of You.

You are responsible for the content You enter into the Licensed Application. You may not impersonate any other person through the use of the Licensed Application. You may not use the Licensed Application to distribute content, information or information that is obscene, defamatory, threatening, fraudulent, invasive of another person's privacy rights, or is otherwise unlawful. You may not include content that infringes the intellectual property rights of any other person or entity. You may not include any content that contains any computer viruses or any other code designed to disrupt, damage, or limit the functioning of any computer software or hardware.

By submitting or including content on the Licensed Application, You grant the Application Provider and any company substantially under the control of the Application Provider, the right to remove any content or comment that, in Application Provider's sole judgment, does not comply with the terms and conditions of this Agreement or is otherwise objectionable. You also grant the Application

Provider and any company substantially under the control of Application Provider the right to modify, adapt, and edit any content.

DISCLAIMER OF ALL WARRANTIES

The Information made available on the Licensed Application is provided on an “AS IS” and “AS AVAILABLE” basis without warranties of any kind, either express or implied, including, without limitation, warranties of title, non-infringement, and implied warranties of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Application Provider makes no warranty, representation or guaranty as to the content, sequence, accuracy, timeliness or completeness of the Information, that the Information may be relied upon for any reason or that the Information will be uninterrupted or error free or that any defects can or will be corrected.

Without limiting the generality of the foregoing, the Application Provider makes no representations or warranties with respect to any Information offered or provided within or through the Licensed Application regarding information or treatment of medical conditions, action, or application of medication.

Under no circumstances, as a result of your use of the Licensed Application, will the Application Provider be liable to You or to any other person for any direct, indirect, special, incidental, exemplary, consequential or other damages under any legal theory, including, without limitation, tort, contract, strict liability or otherwise, even if advised of the possibility of such damages. Without limiting the generality of the foregoing, the Application Provider shall have absolutely no liability in connection with the Licensed Application for:

1. damages as a result of failure of performance, delays in operation or transmission, non-delivery of information, deletions of files, mistakes, defects, errors, interruptions or computer failure or malfunction;
2. any loss or injury caused, in whole or in part, by the Application Provider’s actions, omissions, or negligence, or for contingencies beyond the Application Provider’s control, in procuring, compiling, or delivering the Information;
3. any errors, omissions, or inaccuracies in the Information regardless of how caused, or delays or interruptions in delivery of the Information;
4. any decision made or action taken or not taken in reliance upon the Information. or
5. In the event of any failure of the Licensed Application to conform to any applicable warranty, You may notify Google Inc., and Google Inc. will refund the purchase price for the Licensed Application to You; and that, to the maximum extent permitted by law, Google Inc. will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be the responsibility of the Application Provider.

GENERAL DISCLAIMER

- Content of the App is based on ancient scriptures, culture, scientific surveys and inputs from domain experts

- Data submitted by you can be used to communicate to you for information, event notification in future by Majestic Garbhsanskar and partner organizations.
- Majestic GarbhSanskar would be the sole proprietor of all the material provided in Application. Sharing of the material provided by App (Online or Offline) is strictly prohibited. Though, videos provided in various segments belongs to their legitimate owner only. Majestic Garbhsanskar holds no right on the third party videos.
- Any information provided in App should not be taken as a medical advice; consult your doctor in all matters relating to your health.
- Installing an app does not guarantee to have desired baby. Having the qualities as per your expectation required utmost care, and that depends on many other factors. Majestic Team would only help you to follow the process through App for positive and joyful pregnancy.
- “Icchit Santan” phrase has nothing to do with gender of baby, Meaning of “Icchit Santan(Desired baby)” is a baby with specific qualities.

PRODUCT CLAIMS

You and the Application Provider acknowledge that the Application Provider , not Google Inc., is responsible for addressing any claims You or any third party may have relating to the Licensed Application, or the your possession and/or use of the Licensed Application, including but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

RESERVATION OF INTELLECTUAL PROPERTY RIGHTS

The Licensed Application is protected by Intellectual Property right, India. The Application Provider hereby reserves any and all intellectual property rights in the Licensed Application. You and the Application Provider acknowledge that, in the event of any third party claim that the Licensed Application or Your possession and use of the Licensed Application infringes that third party’s intellectual property rights, the Application Provider, not Google Inc., will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

Content used in the application is for educational purposes only. Actual images, videos, audios and text represented in application belongs to their legitimate owners.

INDEMNIFICATION

You agree to indemnify and hold the Application Provider harmless from any claim or demand, including attorneys’ fees, made by any third party as a result of (1) any content posted or made available by You on this Licensed Application, (2) any violation of law that occurs by You through the Licensed Application, and/or (3) anything You do using the Licensed Application and/or the Information contained therein.

INVALIDITY

If any provision of this Agreement is held to be invalid or unenforceable in whole or in part in any jurisdiction, then that provision shall be deemed ineffective in such jurisdiction but shall have no effect on the enforceability of the remaining provisions.

GOVERNING LAW, CONSENT TO JURISDICTION AND LIMITATION ON CLAIMS

This Agreement and your use of the Licensed Application, along with the Information contained therein, shall be governed by and construed in accordance with the laws of the State of Gujarat, India without regard to conflict of laws principles, and You agree to submit to the jurisdiction of courts in the Ahmedabad, Gujarat, India. You further agree that any claims or causes of action arising out of or related to this Agreement and the Licensed Application, along with the Information contained therein, shall be filed within one (1) year after such claim or cause of action arose, or such claim or cause of action shall be forever barred.

LEGAL COMPLIANCE

You represent and warrant that (i) You are not located in a country that is subject to a Indian Government embargo, or that has been designated by the Indian Government as a “terrorist supporting” country; and (ii) You are not listed on any Indian Government list of prohibited or restricted parties.

ENTIRE AGREEMENT

You hereby acknowledge that this Agreement represents the entire understanding between You and the Application Provider concerning your use of the Licensed Application and the Information contained therein.

MODIFICATION

The Application Provider may, in the Application Provider’s sole and absolute discretion, modify the terms and conditions of this Agreement in whole or in party at any time for any reason without any notice to You, whether prior or otherwise. Such modified terms and conditions shall supersede these terms and conditions and shall become binding when published on the Licensed Application.

WAIVER

The Application Provider’s failure to exercise or enforce any right or provision of this Agreement shall not be deemed to be a waiver of such right or provision.

THE LICENSED APPLICATION AND THE INFORMATION CONTAINED THEREIN IS MADE AVAILABLE BY THE APPLICATION PROVIDER FOR EDUCATIONAL PURPOSES ONLY AND IS NOT INTENDED TO

PROVIDE MEDICAL ADVICE. BY ACCESSING THE LICENSED APPLICATION, YOU UNDERSTAND AND ACKNOWLEDGE THAT THERE IS NO DOCTOR-PATIENT RELATIONSHIP BETWEEN YOU AND THE APPLICATION PROVIDER. YOU FURTHER ACKNOWLEDGE YOUR UNDERSTANDING THAT THE LICENSED APPLICATION SHOULD NOT BE USED AS A SUBSTITUTE FOR COMPETENT PRENATAL ADVICE FROM A LICENSED DOCTOR IN YOUR STATE.