

TERMS OF SERVICE

Serenity (“**Serenity**,” “**We**,” “**Us**,” or “**Our**”) welcomes You. Please read on to learn the rules and restrictions that govern Your use of our Website (*as defined below*) for the services including but not limited to AI Coach (*as defined below*), connecting with emotional well-being professionals and Survivors Connect (*as defined below*) (collectively referred to as “**Services**”).

1. ACCEPTANCE

These Terms of Service apply to all individuals, including visitors, data subjects, and any other parties accessing the Services (“**User(s)**” or “**You/r**”), including those purchasing for teams who visit Our domain ‘<https://www.serenityfeels.co.in/>’ (“**Website**”). These Terms of Service constitute a legally binding agreement between You and Serenity. By accessing or using the Website and the Services, You acknowledge and agree that You have read, understood, and consent to be bound by these Terms of Service, as well as any other policies of Serenity that may be applicable to You, whether or not You are a registered User of Our Services. These Terms of Service, and any other terms and conditions as may be applicable shall hereinafter collectively be referred to as “**Agreement**”.

These Terms of Service may be modified by Us from time to time without advance notice by posting here and You will be bound by any such modified Terms of Service if You continue to use this Website and/or Services after such changes are posted. You are encouraged to review these Terms of Service periodically for updates and changes.

2. DESCRIPTION OF SERENITY

Serenity operates as a business-to-consumer (B2C) service dedicated to addressing unmet mental health needs. We achieve this by seamlessly integrating AI-driven support and, where necessary, therapy sessions provided by qualified professionals. The chatbot is powered by artificial intelligence (“**AI**”), which means it is not a real person; it is an AI-powered bot (“**AI Coach**”). The AI Coach is designed to provide personalized responses based on User(s) interactions. If You proceed to interact/chat with the AI Coach, it is assumed that You consent to these Terms of Service. The AI Coach is as an interactive, user-friendly chatbot that serves as a non-judgmental companion 24/7, allowing User(s) to freely express their thoughts and feelings in a secure environment.

The AI coach cannot and will not offer advice on issues it does not recognize. Using the Website, You can track and manage Your mood, and learn context-sensitive evidence-based techniques that can help You feel better. The Website and Services are specifically designed to assist individuals in crisis, including those facing abuse or dealing with complex or severe mental health conditions that may lead to thoughts of suicide, self-harm, or other medical emergencies. Unlike general mental health platforms, our AI

Coach is equipped to handle these acute situations by guiding users towards safety and appropriate care through our Red Alert feature (detailed below). While the AI Coach provides initial support and cannot offer condition-specific advice for complex medical conditions such as long-term illnesses, depression, ADHD, or genetic disorders, it plays a critical role in crisis intervention. The AI Coach cannot and will not offer medical or clinical advice. If deemed necessary, we connect the User(s) to emotional well-being professionals consisting of highly qualified psychiatrists for treatment. Our role is solely to facilitate the connection between you and the psychiatrists. Following this, the service provided will be governed by separate terms and conditions agreed upon between You and the psychologist/ consultant/psychiatrist. We also provide a unique service for those seeking human connection by connecting User(s) with empathetic survivors who have navigated similar challenges (“**Survivors Connect**”).

3. **ELIGIBILITY**

You represent and warrant that You are a natural person aged 18 years or above who is competent/capable of contracting within the meaning of the Indian Contract Act, 1872. If You are between 13 to 18 years of age, please read through these Terms of Service with Your parent or legal guardian, and obtain the consent of Your parent or guardian to these Terms of Service on Your behalf; in such a case this Terms of Service Agreement shall be deemed to be a contract between Serenity and Your legal guardian or parent and shall be enforceable against Your parent or legal guardian. If You are between 13 to 18 years of age and are connected with psychiatrists through our platform, written consent from Your parent or legal guardian will be required to proceed further.

Anyone under the age of 13 is strictly prohibited from creating an account and/or using the Website for Services. Serenity does not take responsibility for any misrepresentation of age and use of Services.

You agree that that no separate act is required to make this Agreement binding on You, and that Your act of visiting/accessing/using any part of the Website/Services (with the consent of Your parent/legal guardian if You are under 18 years) constitutes Your full and final acceptance of these Terms of Service.

4. **DISCLAIMER ON PROFESSIONAL ADVICE**

- The information available on and through the Website is presented in summary form as a supplement to, and not a substitute for, the knowledge, skill and judgment of qualified psychiatrists, psychologists, consultants and health care professionals. The information on the Website has been obtained from sources reasonably believed to be accurate and reliable.
- You hereby acknowledge, understand and agree that the AI Coach cannot and will not offer legal, clinical, or medical advice. Neither can it prescribe You with

medication of any kind. It can only suggest You seek help or direct You to mental health professionals.

- The information contained in this Website or transmitted to You electronically in response to a message from You is not intended nor implied to constitute legal advice, medical advice, diagnosis, or treatment.
- Chats with the AI Coach are not accessed on a real time basis by anyone. Thus, in case the User(s) reports an incident, it is not possible for any human intervention to catch it at that time.
- Content accessed on or through the Serenity Website is neither complete nor exhaustive and does not cover all disabilities, diseases, illnesses and physical conditions or their management or treatment.
- You should always talk to Your health care provider for specific guidelines and instructions, including those related to diagnosis and treatment of medical conditions.
- Please note that the AI Coach is restricted in its means of response. It uses the natural language understanding, which is a branch of AI that strives to build machines that understand and respond to text and respond with text of their own—in much the same way humans do. However, human language is filled with ambiguities and that makes it very difficult for the AI Coach to accurately determine the intended meaning of text. If the AI Coach fails to understand Your message, or respond in a manner that is unsuitable, or not in line with the expected response, We cannot be held liable and in such instances the AI Coach may end your conversation.

5. **FEES**

For the first two weeks User(s) have free access, after which the User(s) shall be required to take a paid subscription depending on the plan that they choose, for the amount mentioned on the Website.

6. **AVAILABILITY OF THE WEBSITE AND AI COACH**

We shall endeavour to make reasonable efforts to maintain the availability of our Services at all times. However, it is acknowledged that the Website and/or the AI Coach may occasionally be unavailable due to circumstances beyond our control, including, but not limited to, maintenance activities, disruptions in internet or connectivity services provided by mobile service providers, and similar occurrences. In such instances, You agree not to hold us liable for any resulting loss, whether direct or indirect.

7. **ABOUT SERENITY ACCOUNTS**

Creation of an account via registration is currently required, in order to ensure a secure communication with our AI. Serenity may, at its sole discretion, make the creation of an

account mandatory for all or certain Services in the future. In such an event, the following terms shall apply:

- You may be required to create an account with Serenity to avail certain Services with a username and password or access codes (“**Account**”). Your Account will give You access to the Services and functionality that We may establish, modify and maintain from time to time and in our sole discretion.
- When creating Your Account, if required, You must provide accurate and complete Information. If You provide any Information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or if We have reasonable grounds to suspect that such Information is untrue, inaccurate, not current or incomplete, We have the right to suspend or terminate Your Account and refuse any and all current or future use of the Services (or any portion thereof).
- You are solely responsible for the activity that occurs on Your Account, and You must keep Your Account password secure. Whenever You need to set a password, We encourage You to use "strong" passwords (passwords that use a combination of upper-and-lower case letters, numbers and symbols) with Your Account. You must notify Serenity immediately of any breach of security, unauthorised access to Your chats or other data, or unauthorized use of Your Account. Serenity will not be liable for any losses caused by any unauthorized use of Your Account. We may also suspend or terminate Your Account in accordance with this Agreement where we see behaviour, content, or other factors that pose a threat to Our Website and Services.
- You should never use another User's Account.

8. REPRESENTATION, WARRANTIES, AND DISCLAIMER OF LIABILITY

The information, treatment resources and content contained on the Website and/or delivered by the AI Coach has been prepared by Serenity as a convenience to its User(s) and is not intended to constitute medical advice or recommendations upon which the User(s) may rely. Serenity has used reasonable efforts in collecting, preparing and providing such information, resources, treatment resources and content, but makes no warranty or guarantee about the accuracy, completeness, or adequacy of the information, resources, Services and content contained in or linked to this Website or any other website maintained by Serenity.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timelines, performance, completeness or suitability of the information and materials found or offered via Our Services for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

The Services are provided on an “as is” basis without any representation or warranties, express or implied except otherwise specified in writing under this Agreement. We do not warrant the quality of the Services, including its uninterrupted, timely, secure, or error-free provision, continued compatibility on any device, or correction of any error. Your use of any information or materials on this Website is entirely at Your own risk, for which we shall not be liable. It shall be Your own responsibility to ensure that the Services or information available through this Website or Chatbot meet Your specific requirements. Serenity assumes no liability for any suggestion, decision, advice, or guidance given by the Chatbot; nor any action taken in reliance upon information contained on its Website or through the use of its Services or any other internet sites linked or referred to in its Services.

9. LIMITATION OF LIABILITY

In addition to the above warranty disclaimers, You understand and agree that in no event will Serenity and its officers, employees and volunteers will be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, without limitation, loss of use, loss of income, loss of goodwill or reputation, damage to or corruption of data, or personal injury, whether in an action in contract, tort (including but not limited to negligence or medical malpractice) or otherwise, arising out of or in any way connected with use of the Website (or inability to use the Website), information, treatment resources and content contained in or accessed through the website, including without limitation any damages caused by or resulting from reliance by User(s) on any information obtained from Serenity, even if Serenity has been advised of the possibilities of those damages.

10. LINKS TO OTHER WEBSITES

Our Website and the Empathia may include/provide links to third-party websites of interest, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about You. We do not control these third-party websites, are not responsible for their privacy statements, nor do we endorse the websites. When You leave Our Website, we shall not be responsible for the actions taken place on the respective third-party websites, plug-ins or application. You should exercise caution and look at the privacy statement applicable to the website in question.

11. USE OF PERSONAL INFORMATION

Our website does not request or retain any identifiable personal information. User registration is mandatory, and some personal data is required upon initiating the use of Our Services. But, we do not share and/or display it on our website in anyway. Instead, we allocate a random anonymized or pseudonymized unique ID to each User for subsequent information exchanges, which serves as a reference within our database and

servers. The only potential collection of personal data may occur through cookies and log files.

We deeply care about the integrity and security of Your personal data and maintain security measures as required under applicable data protection laws to ensure its authorized use. However, we cannot guarantee that unauthorized third parties will never be able to defeat Our security measures or use Your Personal data for improper purposes. You acknowledge that You provide Your personal data at your own risk. Refer to the Privacy Policy for how we handle Your data.

12. **ABOUT USER CONDUCT**

By visiting this Website and/or accessing the AI Coach via this Website, You agree that:

- You shall use the Chatbot (Empathia) for Your lawful and personal use only. You cannot use the Services in a manner contrary to law, such as for e.g. through the unlawful usage of data and transmitting information or data that is unlawful or infringes any copyright, patent, trademark, trade secret, or other intellectual property rights of others.
- You shall not use the Website for any commercial use.
- You will not use the Website for any purposes not permitted under applicable law and these Terms of Service. You should not use the Services in a way that violates the rights of other individuals or laws.
- You will not “stalk,” threaten, or otherwise harass another person.
- You will not access or use the Website to collect any market research for a competing business.
- You will not impersonate any person or entity or falsely state or otherwise misrepresent Your affiliation with a person or entity.
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Website.
- You shall not hack or in any way jeopardise the AI Coach or hinder the functioning of the Services, especially in the form of reverse engineering or hacking the Services, attempting to gain unauthorized access to the Services (or any portion thereof), or related systems, networks, or data; or introduce anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the Website or Empathia.
- You shall not use the content for data mining, scraping, gathering or extraction of data, whether personal or non-personal data.
- You shall not misrepresent or mask the origin of any data, content, or other information You submit. For example, by “spoofing,” “phishing,” manipulating headers or other identifiers, impersonating anyone else, or access the Services via another User’s account without their permission.

- You shall not license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the content on the Website in any way.
- You shall not modify or make derivative works based upon the content on the Website;
- You shall not create internet “links” to the Services or “frame” or “mirror” the Website on any other server or wireless or internet-based device;
- You shall not do reverse engineer or access the Website in order to (a) design or build a competitive product or service, (b) design or build a product using similar ideas, features, functions or graphics of the Website;
- You shall not launch an automated program or script, including, but not limited to, web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burdens or hinders the operation and/or performance of the Services or the Website;
- You shall not embed the Empathia into Your website, social media page, etc without Our consent. You shall not use the Services in any manner that interferes with or disrupts the integrity or performance of the Services and its components.
- You shall not use our Services to post any content which is obscene, pornographic, defamatory, harmful for minors, discriminatory, spreading what may be considered as hate speech, inciting any form of violence or hatred against any persons, using any profanity, or violating any laws of India, or which is barred from being shared by any laws of India. We reserve the right to redact or remove such content and shall warn User(s) to avoid further posting of such content. As and when considered appropriate by us, we shall disallow access to our Services for the violation of our Terms and Conditions.

Serenity will have the right to investigate and prosecute violations of any of the above-mentioned covenants to the fullest extent of the law. You acknowledge that Serenity has no obligation to monitor Your access to or use of the Website but has the right to do so for the purpose of operating the Website and providing the content, to ensure Your compliance with these Terms of Service or to comply with applicable law or the order or requirement of a court, administrative agency, or other governmental body.

13. ABOUT USER CONTENT

Our Services may provide features where users can post content such as chat interactions, profile information, videos, comments, questions, and other materials ("**User Content**"). We respect your privacy and the confidentiality of your interactions; the content you create remains your own. However, by sharing User Content, You permit Us, and other authorized entities as set by your preferences and this agreement, to process your content to enhance service delivery. While we retain the discretion to moderate content, our primary aim is to maintain a respectful and safe environment.

You are encouraged to express Your feelings and discuss Your mental distress candidly with the AI to enable it to respond appropriately to your needs. However, to ensure a constructive and safe interaction for all users, we ask that you adhere to the following guidelines when posting User Content:

- Avoid sharing content that could cause harm or distress to yourself or others, or that poses a risk of physical or mental injury, emotional distress, or any other harm.
- Do not post content that could exploit or harm minors, or that is abusive, unlawful, or invasive of privacy and publicity rights.
- Refrain from posting any content that 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;
- Avoid posting any content that 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);
- Do not post any information or content that You do not have a right to make available under any law or under contractual or fiduciary relationships;
- Refrain from posting any content that contains any Information or content that You know is not correct and current;
- Nothing should violate any school, institution or other applicable policy, including those related to cheating or ethics;
- No content should interfere with other User(s) of the Services including, without limitation, disrupting the normal flow of dialogue in an interactive area of the Services and deleting or revising any content posted by another person or entity;
- Ensure that all shared content is accurate, and you have the right to share it under applicable laws and agreements.
- Do not interfere with other users' use of the Services, such as by disrupting ongoing conversations or modifying another user's content.

14. TERM AND TERMINATION

This Agreement and Your right to use the Serenity Website will take effect at the moment You access the Serenity Website, and is effective, binding, and enforceable for as long as use the Website. In addition, Serenity reserves all of its legal rights to pursue any and all legal remedies if We believe You are using the Website for fraudulent or unlawful activity or You are taking any actions or omissions that violate any terms or conditions of this Agreement, or in order to protect its name and goodwill, its business, and/or other User(s). All provisions of this Agreement that, by their nature, are intended to survive termination shall remain in full force and effect. Such provisions include, but are not

limited to, those pertaining to Serenity's proprietary rights, indemnification, disclaimers of warranty, limitations of liability, and governing law.

15. **INTELLECTUAL PROPERTY RIGHTS**

The content available on the Website and Empathia is owned by or licensed to us. All images, illustrations, graphics, artwork, photographs, icons, sounds, video clips, text, information, data, logos, trademarks, look and feel on the Website, as well as the underlying code of the AI Coach, constitutes our intellectual property. This also includes the page layout and form of the Website, the stories narrated by the AI Coach, and the messages that it sends, the design, layout, look, appearance and graphics of the Website and AI Coach (collectively referred to as “**Content**”). The AI Coach may direct You to stories or videos on another organisation’s website which does not belong to us, and we do not hold any intellectual property rights in them.

Except as otherwise expressly stated herein or as expressly permitted, You may not alter, modify, copy, distribute (for compensation or otherwise), transmit, display, perform, reproduce, reuse, post, publish, license, frame, download, store for subsequent use, create derivative works from, transfer, or sell any information or Content obtained from the Website and/or AI Coach, in whole or in part, including any text, images, audio, and video in any manner, without the prior written authorization of Serenity, or any applicable third-party suppliers or authorized Users. The use of Content, including images, by You, or anyone else authorized by You, is prohibited unless specifically permitted by Serenity. Any unauthorized use of text or images may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes which may give rise to a claim for damages and/or be a criminal offence. Serenity does not warrant nor represent that Your use of any Content or materials displayed on the Website will not infringe rights of third parties.

16. **COMMUNICATIONS WITH US**

Although we encourage You to contact us by filling the details as required by the Website, we do not want You to, and You should not, share us any content that contains confidential information. With respect to all communications You send to us, including, but not limited to, feedback, questions, comments, suggestions, and the like, we shall be free to use any ideas, concepts, know-how, or techniques contained in Your communications for any purpose whatsoever, including but not limited to, the development, production, and marketing of products and services that incorporate such information without compensation or attribution to You.

17. **GENERAL PROVISIONS**

- **Updating these Terms of Service:** If You choose to use our Services, You will be agreeing to abide by all of the terms and conditions of this Agreement between You

and the Serenity. Serenity reserves the right to change, modify, or update these Terms at any time, so please keep visiting this page regularly. Serenity may change, add, or remove portions of this Agreement at any time, but if it does so, it will post such changes on the Website and the AI Coach. If any of these rules or any future changes are unacceptable to You, You may discontinue visiting the Website or using our Services. Your continued use of our Services now or following the posting of notice of any changes in these operating rules, will indicate acceptance by You of such rules, changes, or modifications.

- Serenity may change, suspend, or discontinue any aspect of our Services at any time, including the availability of any Website or AI Coach feature, database, or Content. Serenity may also impose limits on certain features and services or restrict You from accessing its Services, including for non-compliance with the terms of this Agreement.
- **Indemnification:** You agree to indemnify and hold us and (as applicable) our affiliates, officers, directors, agents, and employees, harmless from all losses, liabilities, claims, demands or expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon), asserted against or incurred by Us that arise out of, as a result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made, or any act or omission related to Your use of this Website or Content, or obligation to be performed by You pursuant to this Agreement, Your violation of any law, or violation of the rights of a third party, including the infringement by You of any intellectual property or other right of any person or entity. These obligations will survive the termination of this Agreement.

18. **GOVERNING LAW AND DISPUTE RESOLUTION**

Your use of this website and any dispute arising out of such use of the website is subject to the laws of India, and any dispute shall be subject to the jurisdiction of the courts located in Jaipur, India.

19. **SEVERABILITY AND WAIVER**

In case of non-compliance of this Agreement, we reserve the right to take necessary action including but not limited to appropriate legal actions. Our failure to enforce any right or provision under these Terms will not be considered as waiver of any further rights hereunder. If any provision of this Agreement is held to be invalid or unenforceable, the remaining clauses of this Agreement shall continue to be binding and remain in effect. These Terms of Service constitute the entire agreement between Serenity and You regarding use of the Website and the Services and supersede and replace any prior agreements we might have with You.