

॥श्रीः॥



REGISTERED OFFICE

Gat #414, Inamdar Vasti Uruli Kanchan,  
District Pune, Maharashtra India 412201  
9145 450126 | [info@vioa.in](mailto:info@vioa.in) | [www.vioa.in](http://www.vioa.in)  
CIN: U85191PN2009NPL134917

## VIOA TERMS AND CONDITIONS AGREEMENT

- This Terms and Conditions Agreement (“Agreement”) constitutes a legally binding agreement made between you, whether personally or on behalf of an entity (“user” or “you”) and The Vasanta Institute of Ayurveda and its affiliated companies (collectively, “Company” or “we” or “us” or “our”), concerning your access to and use of the [www.vioa.in](http://www.vioa.in) website as well as any other media form, media channel, mobile website or mobile application related or connected thereto (collectively, the “Website”). The Website provides the following service: sale of ayurveda education services, ayurveda panchakarma services and other ayurveda treatment services, and provision of related information (“Company Services”). Supplemental terms and conditions or documents that may be posted on the Website from time to time, are hereby expressly incorporated into this Agreement by reference.
- Company makes no representation that the Website is appropriate or available in other locations other than where it is operated by Company. The information provided on the Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Company to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Website from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
- All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Website. If you are a minor, you must have your parent or guardian read and agree to this Agreement prior to you using the Website. Persons under the age of 13 are not permitted to register for the Website or use the Company Services.
- YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT BY ACKNOWLEDGING SUCH ACCEPTANCE DURING THE REGISTRATION PROCESS (IF APPLICABLE) AND ALSO BY CONTINUING TO USE THE WEBSITE. IF YOU DO NOT AGREE TO ABIDE BY THIS AGREEMENT, OR TO MODIFICATIONS THAT COMPANY MAY MAKE TO THIS AGREEMENT IN THE FUTURE, DO NOT USE OR ACCESS OR CONTINUE TO USE OR ACCESS THE COMPANY SERVICES OR THE WEBSITE.



## PROHIBITED ACTIVITIES

- You may not access or use the VIOA.IN Website for any other purpose other than that for which Vasanta Institute of Ayurveda Company makes it available. The Website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by The Vasanta Institute of Ayurveda Company. Prohibited activity includes, but is not limited to:
  - o criminal or tortious activity;
  - o systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from VIOA Company;
  - o tricking, defrauding or misleading VIOA Company and other users, especially in any attempt to learn sensitive account information such as passwords; engaging in any automated use of the system, such as using any data mining, robots or similar data gathering and extraction tools; interfering with, disrupting, or creating an undue burden on the [www.vioa.in](http://www.vioa.in) Website or the networks or services connected to the VIOA Website;
  - o using any information obtained from the [www.vioa.in](http://www.vioa.in) Website in order to harass, abuse, or harm another person;
  - o using the VIOA Company Service as part of any effort to compete with VIOA Company or to provide services as a service bureau; deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way making up a part of the [www.vioa.in](http://www.vioa.in) Website;
  - o attempting to bypass any measures of the VIOA Website designed to prevent or restrict access to the VIOA Website, or any portion of the VIOA Website;
  - o harassing, annoying, intimidating or threatening any VIOA Company employees or agents engaged in providing any portion of the VIOA Company Services to you;
  - o deleting the copyright or other proprietary rights notice from any VIOA Website content;



- o except as may be the result of standard search engine or Internet browser usage, using or launching, developing or distributing any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Website, or using or launching any unauthorized script or other software.
- o or using the VIOA Website in a manner inconsistent with any and all applicable laws and regulations.

### **INTELLECTUAL PROPERTY RIGHTS**

- The content on the VIOA.IN Website ("Company Content") and the trademarks, service marks and logos contained therein ("Marks") are owned by or licensed to VIOA Company. VIOA Company Content, includes, without limitation, all source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics. All Company graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, common law trademarks or trade dress of VIOA Company. VIOA Company's trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the VIOA Company.
- VIOA Company Content on the Website is provided to you "AS IS" for your information and personal use only and may not be used, copied, reproduced, aggregated, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Provided that you are eligible to use the [www.vioa.in](http://www.vioa.in) Website, you are granted a limited license to access and use the Website and the Company Content and to download or print a copy of any portion of the VIOA Company Content to which you have properly gained access solely for your personal, non-commercial use. VIOA Company reserves all rights not expressly granted to you in and to the Website and Company Content and Marks.



## **TERM AND TERMINATION**

- This Agreement shall remain in full force and effect while you use the VIOA.IN Website or are otherwise a user or member of the VIOA.IN Website, as applicable. You may terminate your use or participation at any time, for any reason, by contacting VIOA using the contact information below.
- WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, VIOA COMPANY RESERVES THE RIGHT TO, IN COMPANY'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE WEBSITE AND THE COMPANY SERVICES, TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION, AND COMPANY MAY TERMINATE YOUR USE OR PARTICIPATION IN THE WEBSITE AND THE COMPANY SERVICES.
- In order to protect the integrity of the VIOA Website and VIOA Company Services, Company reserves the right at any time in its sole discretion to block certain IP addresses from accessing the Website and Company Services.
- Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

## **MODIFICATIONS To Agreement**

- Company may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on the VIOA.IN Website and revisions will be indicated by date. You agree to be bound to any changes to this Agreement when you use the Company Services after any such modification becomes effective. You agree that you will periodically check the Website for updates to this Agreement. Modifications to this Agreement shall be effective after posting.

## **To Services**

- Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Company Services (or any part thereof) with or without notice. You agree that Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Company Services.

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## CORRECTIONS

- Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, availability, and various other information. Company reserves the right to correct any errors, inaccuracies or omissions and to change or update the information at any time, without prior notice.

## ELECTRONIC CONTRACTING

- Your use of the VIOA Company Service includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO RELATING TO THE COMPANY SERVICE, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

## CONTACT US

- In order to resolve a complaint regarding the Company Services or to receive further information regarding use of the Company Services, please contact Company as set forth below.

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Pune, Maharashtra 412202 India  
[info@vioa.in](mailto:info@vioa.in)  
+91 7378 582086