

ASTRONEED

TERMS AND CONDITIONS FOR ASTROLOGERS

PREAMBLE / INTRODUCTION

These Terms and Conditions are entered into between astrologers who register themselves as advisors (“**Astrologers**”) on the AstroNeed platform and **AstroNeed** (hereinafter referred to as “**AstroNeed**”, “**we**”, “**us**”, or “**our**”).

By completing the registration process and clicking the “**I AGREE**” button during onboarding, the Astrologer expressly acknowledges that they have read, understood, and agreed to be bound by these Terms and Conditions. Acceptance of these Terms constitutes a **valid and legally binding agreement** between the Astrologer and AstroNeed, which becomes effective upon approval of the Astrologer’s registration by AstroNeed.

AstroNeed is the owner, author, and operator of its website, mobile applications, dashboards, and all associated digital platforms. Any reference to “AstroNeed”, “we”, “us”, or “our” throughout these Terms shall include AstroNeed and its affiliates, successors, and permitted assigns.

1. NATURE AND APPLICABILITY OF THE TERMS

1.1 Definition of Terms

This agreement consists of these **Terms and Conditions** together with the **Privacy Policy**, and any other policies, guidelines, notices, or rules communicated by AstroNeed from time to time. Collectively, these documents shall be referred to as the “**Terms**”.

These Terms govern the relationship between AstroNeed and the Astrologers registered on the platform and define the rights, obligations, responsibilities, and liabilities of each party.

1.2 Definition of Astrologer

An “**Astrologer**” means an individual who represents that they possess a valid degree, diploma, certification, or qualification relevant to the category under which they seek registration on the AstroNeed platform.

Upon successful submission and approval of the registration form by AstroNeed, the Astrologer shall be permitted to provide consultation services to users through the platform. AstroNeed reserves the absolute right to accept or reject any registration application, including but not limited to cases involving incomplete applications, closed categories, failure to meet eligibility criteria, policy violations, or any other reason deemed appropriate by AstroNeed.

The Astrologer shall be solely responsible for the authenticity, accuracy, and validity of all qualifications, certifications, and information submitted during registration. Any false representation, misstatement, or fraudulent documentation may result in immediate suspension or permanent

termination of the Astrologer's profile, without prejudice to any other legal remedies available to AstroNeed.

1.3 Modification of Terms

AstroNeed reserves the unrestricted right to amend, update, modify, or remove any portion of these Terms at its sole discretion. Such changes may be communicated to Astrologers via email, in-application notifications, dashboard announcements, website updates, or any other communication channel deemed appropriate.

Continued access to or use of the AstroNeed platform after the publication or communication of modified Terms shall constitute deemed acceptance of such changes by the Astrologer. It is the Astrologer's responsibility to regularly review the Terms for updates.

1.4 Binding Nature of the Terms

These Terms, together with any amendments, updates, or supplemental policies communicated by AstroNeed from time to time, shall be legally binding on both AstroNeed and the Astrologer. The Astrologer acknowledges that acceptance of these Terms creates enforceable contractual obligations.

1.5 Terms of Engagement

Upon registering on the AstroNeed platform, the Astrologer agrees to the following conditions:

1.5.1 Profile Photograph

The Astrologer must upload a current and clear profile photograph at the time of registration. Once approved, the profile photograph shall not be changed without prior written approval from AstroNeed. The uploaded image shall be exclusive to AstroNeed and shall not be reused on any other platform, website, social media account, or promotional material.

Any unauthorized use of the profile photograph may result in profile deactivation, penalties, or other disciplinary action as determined by AstroNeed.

1.5.2 Identity Disclosure

The Astrologer agrees not to disclose their real name, personal identity, or personal contact information to users. All interactions on the platform must be conducted strictly using the display name assigned or approved by AstroNeed.

1.5.3 Publicity Restrictions

The Astrologer shall not publicize, promote, advertise, or disclose their association, work, earnings, or activities on the AstroNeed platform through any external medium without obtaining prior written approval from AstroNeed.

1.5.4 Non-Reuse of Identity

The Astrologer agrees that specific identity details, profile photographs, descriptions, and other profile-related information used on AstroNeed shall not be reused on competitor platforms, personal

media, or any other digital or offline medium for a period of **five (5) years** following termination of the agreement.

1.5.5 Misrepresentation

Any misrepresentation, false declaration, or concealment of material information shall result in immediate deactivation of the Astrologer's profile and may attract penalties or legal action.

1.6 Restrictions on Competition

The Astrologer is strictly prohibited from offering astrology services, launching similar platforms, or engaging in any activity that directly or indirectly competes with AstroNeed during the term of engagement and for a period of **five (5) years** following termination of this agreement.

1.7 Profile Retention Policy

AstroNeed reserves the right to retain and display Astrologer profiles, including inactive profiles, for a defined period in accordance with the following terms:

1.7.1 Inactive Profiles

Astrologer profiles that remain inactive for a continuous period of six (6) months or more shall be classified as inactive. Such profiles may continue to remain visible to users unless the Astrologer expressly requests deactivation or violates platform policies.

1.7.2 Duration of Profile Retention

AstroNeed may retain inactive profiles for up to **three (3) years** from the date of last activity. After this period, the profile may be permanently removed unless the Astrologer resumes activity or requests reinstatement, subject to approval.

1.7.3 Deactivation Due to Violations

If an Astrologer is found to be in violation of these Terms, platform policies, ethical standards, or community guidelines, AstroNeed may immediately deactivate the profile without prior notice. Such profiles shall not be visible to users.

1.7.4 Profile Reactivation

Astrologers may request reactivation of inactive or deactivated profiles, subject to review and approval by AstroNeed. In cases involving violations, reactivation shall only be considered upon satisfactory proof of corrective action and compliance.

1.7.5 User Transparency

AstroNeed shall clearly indicate the status of Astrologer profiles (active, inactive, or deactivated) to ensure transparency for users.

By continuing to use the platform, the Astrologer acknowledges and agrees to this Profile Retention Policy.

1.8 Probation and Resignation Terms

Astrologers shall not be permitted to resign during the initial **three (3) month probation period**. Any attempt to resign during this period shall attract a recovery fee of **INR 100,000**.

Upon completion of the probation period, the Astrologer must provide a minimum **one (1) month prior written notice** to resign. Failure to provide such notice shall result in a penalty of **INR 41,000**.

2. LIMITATION OF LIABILITY

AstroNeed, including its affiliates, directors, officers, employees, agents, representatives, and licensors, shall not be held liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or related to:

- The use of or inability to use the AstroNeed platform,
- Any interaction between users and Astrologers,
- Any advice, guidance, prediction, response, or service provided by an Astrologer,
- Any technical issues, system errors, interruptions, delays, or data loss.

To the extent that liability cannot be excluded under applicable law, AstroNeed's total cumulative liability, whether arising in contract, tort (including negligence), strict liability, or otherwise, shall not exceed **INR 500 (Rupees Five Hundred Only) or USD 10 (Ten United States Dollars), whichever is higher**.

The limitations set forth under this section shall survive termination or expiration of the agreement between AstroNeed and the Astrologer.

3. ASTROLOGER AGREEMENT AND OBLIGATIONS

By registering on the AstroNeed platform, the Astrologer expressly agrees to comply with the following terms, obligations, and professional standards:

3.1 Minimum Eligibility Criteria

- i. The Astrologer must be at least **eighteen (18) years of age** or legally recognized as a valid business entity.
 - ii. Where the registration is completed on behalf of another individual or legal entity, the Astrologer represents and warrants that they possess valid authorization to bind such individual or entity to these Terms.
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3.2 Accuracy and Truthfulness of Information

The Astrologer agrees and undertakes to provide complete, accurate, truthful, and up-to-date information regarding their qualifications, skills, certifications, experience, and professional background at all times during the term of engagement with AstroNeed.

Any false, misleading, outdated, or incomplete information may result in immediate suspension or permanent termination of the Astrologer's profile, without prejudice to other legal remedies available to AstroNeed.

3.3 Professional Competence and Standards

Astrologers must maintain professional competence and adhere to recognized ethical and professional standards at all times. This includes, but is not limited to, the following obligations:

3.3.1 Continuous Education

Astrologers are expected to engage in ongoing education and training to remain updated with evolving astrological techniques, methodologies, trends, and best practices. This ensures ethical, accurate, and informed guidance to users.

3.3.2 Ethical Standards

Astrologers must adhere to a recognized code of ethics applicable to the practice of astrology. All services must be delivered with honesty, transparency, integrity, professionalism, and respect.

3.3.3 Confidentiality

Astrologers must maintain strict confidentiality of all client-related information, including personal details and session content. Disclosure of such information without explicit consent is prohibited, except where required by law.

3.3.4 Clear Communication

Astrologers must clearly explain the nature, scope, and limitations of astrology to users. Proper disclaimers must be provided to ensure users understand that astrology offers guidance and insight, not absolute certainty.

3.3.5 Licensing and Registration

Where applicable, Astrologers must maintain valid licenses, registrations, or certifications as required under local laws. Any lapse may result in suspension or termination.

3.3.6 Professional Boundaries

Astrologers must maintain clear professional boundaries and shall not exploit users emotionally, financially, or otherwise. Services outside the scope of astrology—such as medical, legal, or financial advice—must not be provided unless legally qualified.

3.3.7 Cultural Sensitivity

Astrologers shall respect cultural, religious, social, and personal differences and provide guidance in a non-discriminatory, inclusive, and respectful manner.

3.3.8 Transparency in Fees and Services

Astrologers must clearly disclose service pricing, consultation structure, and any applicable charges prior to rendering services. Hidden or unexpected fees are strictly prohibited.

3.3.9 Client Consent

Astrologers must obtain informed consent from users before providing astrological services. Users must be made aware of the nature of astrology and potential outcomes of consultations.

3.4 Legal Restrictions

Astrologers shall not offer services, consultations, or advice in jurisdictions where they lack the required authorization, licensing, registration, or legal standing.

3.5 Medical Disclaimer

3.5.1 No Medical Diagnosis or Treatment

Astrologers are not licensed healthcare professionals and shall not diagnose, treat, prescribe medication, or provide medical opinions for any physical, mental, or emotional condition.

3.5.2 Health Concerns

Users seeking medical guidance must be advised to consult qualified healthcare professionals. Any health-related discussion during astrology sessions is general and informational only.

3.5.3 Role of Astrology in Health

Astrology may provide insights into emotional tendencies and life patterns but must not be used as a substitute for medical care or treatment.

3.5.4 Encouragement to Seek Medical Help

Astrologers must actively encourage users to seek professional medical assistance where health issues arise.

3.5.5 Clarification of Guidance

Any health-related astrological guidance is purely introspective and informational and must not be interpreted as medical advice.

3.5.6 Limitations of Astrological Insight

Astrology lacks scientific authority for medical diagnosis or treatment. Users must prioritize licensed medical advice for health concerns.

3.6 Advisory Limitations

Astrologers must clearly inform users that:

- Astrological guidance is for informational and spiritual purposes only.
 - It is not a substitute for medical, legal, or financial advice.
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3.7 Prohibited Services

Astrologers acknowledge that any prohibited or unauthorized services—including but not limited to illegal rituals, unauthorized pujas, spells, remedies, or exploitative practices—are undertaken at their sole risk and responsibility. AstroNeed shall bear no liability for such actions.

4. ZERO-TOLERANCE / CODE OF CONDUCT POLICY

AstroNeed maintains a strict zero-tolerance policy to ensure professionalism, ethical conduct, and a safe environment for users, employees, and Astrologers. Every Astrologer is required to comply with the following standards of conduct at all times:

4.1 Customer Interaction

Astrologers must maintain respectful, polite, and professional conduct with all users.

Any form of inappropriate behavior, including but not limited to abusive language, harassment, threats, intimidation, or disrespectful communication, shall result in **immediate profile deactivation for a minimum period of three (3) days**.

Reactivation shall require payment of a **penalty of INR 5,100**, and any delay beyond the stipulated reactivation window shall attract an additional **fine of INR 100 per day**.

4.2 Customer Queries and Information Misuse

Astrologers must respond to all customer queries calmly, respectfully, and professionally.

Any misuse, disclosure, or sharing of customer-provided information—including chats, call content, personal data, or screenshots—whether publicly or privately, shall result in **immediate profile deactivation**, without prior notice.

4.3 Content Restrictions

Astrologers are strictly prohibited from posting, sharing, transmitting, or engaging in any unlawful, abusive, defamatory, obscene, harmful, misleading, or inappropriate content on the AstroNeed platform.

Any violation of this clause shall result in immediate penalties, suspension, or permanent deactivation, as deemed appropriate by AstroNeed.

4.4 Professional Responses to Reviews and Comments

When responding to customer comments, ratings, or reviews, Astrologers must maintain decorum and professionalism. Under no circumstances shall confidential customer information be disclosed.

Failure to comply with this requirement shall result in penalties and suspension of the Astrologer's profile.

4.5 Defamation and Reputation Protection

Astrologers are strictly prohibited from engaging in any activity that harms the reputation, goodwill, or credibility of AstroNeed, including but not limited to:

- Posting negative or defamatory content about AstroNeed,
- Sharing internal policies, confidential communications, or operational details,
- Making false or misleading statements publicly or privately.

Violation of this clause shall attract a **penalty of INR 41,000** and may result in permanent profile deactivation.

4.6 Promotion of Competitors

Astrologers shall not promote, advertise, endorse, or recommend competing platforms, applications, or services while using the AstroNeed platform.

Any such violation shall result in a **penalty of INR 31,000** and immediate account suspension.

4.7 Data Confidentiality

Astrologers must not share consultation details, session recordings, or user information with any third party unless expressly authorized in writing by AstroNeed.

Violation of this clause shall attract a **penalty of INR 31,000** and suspension of the Astrologer's profile.

4.8 Internal Policy Confidentiality

Astrologers are prohibited from disclosing sensitive internal information, including earnings structure, operational processes, or platform policies, except to immediate family members or authorized professionals (such as legal or financial advisors).

Any breach shall result in penalties and possible permanent deactivation.

4.9 Respect Toward Employees and Users

Astrologers must treat all users, employees, and representatives of AstroNeed with dignity and respect.

Any misconduct, harassment, or inappropriate behavior shall attract a **penalty of INR 41,000** and may result in suspension or permanent deactivation.

4.10 Promotional Call Etiquette

Astrologers must maintain professionalism during promotional or onboarding calls. Repeated violations may result in escalating penalties and extended suspension periods.

5. PERSONAL INFORMATION POLICY

Astrologers are bound by strict confidentiality and privacy obligations as outlined below:

5.1 Privacy Protection

Astrologers shall not share personal contact details—including phone numbers, email addresses, social media handles, messaging IDs, or website links—with users.

Any violation shall attract a **penalty of INR 41,000** and suspension of the Astrologer's profile.

5.2 Free Services Restriction

Astrologers shall not charge users for services explicitly designated as free by AstroNeed.

5.3 Prohibition on Offline Transactions

Astrologers are strictly prohibited from requesting or accepting payments outside the AstroNeed platform, including transfers to personal bank accounts, wallets, or third-party payment applications.

Any attempt to divert users offline shall result in:

- **Penalty of INR 31,000**, and
 - **Forfeiture of earnings** generated from such transactions.
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5.4 Misuse of Customer Information

Any misuse, unauthorized disclosure, or exploitation of user data shall attract strict penalties and may result in permanent deactivation.

6. TIME COMMITMENT AND AVAILABILITY REQUIREMENTS

To maintain service quality and platform credibility, Astrologers must adhere to the following time commitment obligations:

6.1 Minimum Online Hours Requirement

Astrologers must maintain a minimum of **eight (8) hours of active online presence per week**, calculated as an average of four (4) hours per day.

This requirement includes the following conditions:

- **Scheduled Availability:** Astrologers are encouraged to maintain consistent schedules.
- **Flexible Hours:** Hours may be distributed across different days and times.
- **Active Engagement:** Passive login without interaction does not qualify.
- **Minimum Active Time:** Time must involve chats, calls, live sessions, or consultations.
- **Consistency and Accountability:** Any major schedule changes must be communicated.
- **Record-Keeping:** AstroNeed may require availability logs for compliance review.

Failure to meet these requirements may affect profile ranking, credibility, and visibility.

6.2 Green Badge (Verified Status) Removal

Failure to comply with online hour requirements or platform policies may result in the removal of the **Verified Green Badge**.

6.3 Definition of Online Hours

Online hours include time spent on:

- Chat consultations
 - Voice calls
 - Video calls
 - Live streaming sessions conducted through the AstroNeed platform
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7. MISUSE OF PLATFORM FOR PERSONAL GAIN

Astrologers shall not misuse the AstroNeed platform for unauthorized personal benefit.

7.1 Product Promotion Restrictions

Astrologers may not promote personal products, remedies, or services outside those officially listed on the AstroNeed marketplace (if applicable).

7.2 Service Assurance Prohibition

Astrologers must not promise guaranteed outcomes, absolute results, or “100% success” claims.

Violation of this clause shall attract a **penalty of INR 21,000** and may result in profile deactivation.

8. DIRECT CONTACT AND SOLICITATION PROHIBITION

Astrologers must adhere strictly to the following rules:

8.1 No Personal Solicitation

Astrologers shall not request, collect, store, or use customer contact details for personal gain. Any violation shall result in penalties and profile suspension.

8.2 Referral Rules

Referrals to other Astrologers on the AstroNeed platform must be made only using the colleague's **platform profile name**. Sharing personal contact information is strictly prohibited.

By adhering to these provisions, Astrologers help maintain a secure, ethical, and professional ecosystem. Any deviation from these principles shall attract strict penalties and may lead to permanent deactivation.

9. NON-SOLICITATION AND NON-COMPETE OBLIGATIONS

AstroNeed enforces strict non-solicitation and non-competition obligations to protect its platform, users, employees, intellectual property, and business interests. By accepting these Terms, the Astrologer expressly agrees to the following restrictions:

9.1 Engagement with Competing Platforms

During the term of association with AstroNeed, Astrologers shall not, directly or indirectly, provide astrology services on any competing platform, application, website, or service offering similar astrology-related features, including live consultations, horoscopes, remedies, or astrology-based products.

This restriction applies regardless of whether such engagement is full-time, part-time, freelance, contractual, or informal.

9.2 Content Creation Restrictions

Astrologers are prohibited from creating, publishing, sharing, uploading, or distributing any astrology-related content—whether written, audio, video, or otherwise—on external platforms, especially those that compete with AstroNeed.

This includes, but is not limited to:

- Educational astrology content
- Promotional material
- Social media videos or posts
- Paid or unpaid astrology consultations outside AstroNeed

9.3 Recruitment for Other Platforms

Astrologers shall not recruit, solicit, induce, or encourage other astrologers or professionals to join competing platforms.

This includes recommending, endorsing, or incentivizing astrologers to work with competitors in any capacity.

9.4 Solicitation of AstroNeed Users

Astrologers are strictly prohibited from approaching, contacting, or soliciting AstroNeed users—directly or indirectly—with the intent to divert them to other platforms or offline services.

This restriction applies across all communication channels, including social media, email, messaging applications, or personal contact.

9.5 Inducement of AstroNeed Employees

Astrologers shall not induce, persuade, or attempt to recruit AstroNeed employees to leave their employment or join competing platforms through financial incentives, benefits, or other offers.

9.6 Disclosure of Internal Policies

Astrologers must not disclose internal operational procedures, business strategies, earnings models, customer handling practices, technical systems, or proprietary workflows to any third party or competing entity.

9.7 Credential Sharing Prohibition

Access credentials to AstroNeed's astrologer application, dashboards, databases, or proprietary systems shall not be shared with any unauthorized individual, including persons associated with competing platforms.

9.8 Protection of Reputation and Business Interests

Any action that harms or has the potential to harm AstroNeed's reputation, goodwill, customer trust, or commercial interests—including defamation, false statements, or public criticism—is strictly prohibited.

9.9 Conflicts of Interest

Astrologers must avoid any conflict of interest that interferes with loyalty to AstroNeed. Any affiliations, promotions, or business relationships that conflict with AstroNeed's interests are prohibited.

9.10 Protection of Client Data

Astrologers must ensure complete confidentiality of client data. Any attempt to share, sell, misuse, or disclose user information to third parties—especially competitors—shall be treated as a serious breach.

Penalty for Violation:

Violation of any clause under this section shall result in:

- **Permanent deactivation** of the Astrologer’s profile without prior notice, and
- **Fine of INR 51,000**, imposed by the Compliance Team.

10. USAGE OF PLATFORM FEATURES

Astrologers are required to properly utilize platform features designed to improve transparency, professionalism, and user experience.

10.1 “Next Online Time” Feature

After logging out, Astrologers must specify their next availability using the **“Next Online Time”** feature.

10.1.1 Purpose

This feature ensures transparency and allows users to plan consultations effectively.

10.1.2 Customer Experience Enhancement

Accurate availability improves booking efficiency, satisfaction, and trust.

10.1.3 Loyalty Building

Consistent updates encourage repeat consultations and long-term engagement.

10.1.4 Penalty for Non-Compliance

Failure to update availability shall increase the penalty count, resulting in lower profile ranking and reduced visibility.

10.1.5 Profile Ranking Impact

Incorrect or missing availability details may significantly reduce profile exposure on the platform.

10.1.6 Professional Scheduling

This feature promotes time management and professionalism among Astrologers.

10.1.7 Avoiding User Dissatisfaction

Lack of availability updates may frustrate users and negatively impact reviews.

10.1.8 Strategic Availability

Astrologers are encouraged to align availability with peak demand hours to maximize engagement and earnings.

11. VERIFIED GREEN BADGE

Astrologers who work **exclusively** with AstroNeed for a minimum of **four (4) hours daily** may be eligible for the **Verified Green Badge**, subject to compliance checks.

11.1 Badge Removal

- Violation of any Terms will result in immediate removal.
- AstroNeed may conduct audits to verify compliance.

11.2 Badge Reactivation

Reactivation of the Green Badge after removal shall require payment of a **fine of INR 51,000**, subject to approval.

12. CUSTOMER REVIEWS AND FEEDBACK

Customer reviews play a vital role in maintaining service quality and platform transparency.

12.1 Customer Feedback

All reviews reflect personal user experiences and must remain honest and constructive.

12.2 No Direct Modification

Astrologers cannot delete, edit, or manipulate reviews directly.

12.3 Review Dispute Resolution

If a review is believed to be inaccurate or unfair, Astrologers may raise a request through the **“My Review”** section. The support team shall investigate and decide accordingly.

12.4 Review Guidelines

Reviews containing abusive language, false claims, or prohibited content may be reviewed and removed as per policy.

12.5 Transparency and Trust

Astrologers are encouraged to respond politely to reviews, offering clarification or appreciation where appropriate.

12.6 Impact on Visibility

Positive reviews improve ranking and visibility; negative reviews may affect engagement and may trigger performance reviews.

12.7 Public Visibility

All reviews are publicly visible and form an integral part of the Astrologer's profile.

13. PRICING, PAYMENTS, AND REVENUE SHARING

AstroNeed follows a structured and transparent pricing and payment framework to ensure fairness, compliance, and accountability.

13.1 Standard Pricing

Initial pricing for Astrologers is determined during the onboarding process based on internal evaluation criteria, performance indicators, and platform requirements.

Astrologers may request a price revision only after completing **six (6) months** of excellent performance, subject to AstroNeed's review and approval.

13.2 Price Adjustment Frequency

Price revision eligibility shall be governed as follows:

- **Customer Price below INR 20:** Eligible for revision every **30 days**
- **Customer Price between INR 20 and INR 30:** Eligible for revision every **3 months**
- **Customer Price above INR 30:** Eligible for revision every **6 months**

All price changes remain at the sole discretion of AstroNeed.

13.3 Revenue Sharing Model

i. For **exclusive Astrologers**, AstroNeed shall retain **70%** of payments made by Indian customers, and **30%** shall be payable to the Astrologer.

ii. For **non-exclusive Astrologers**, the same revenue-sharing ratio shall apply unless otherwise communicated.

iii. Payments from **non-Indian customers** shall be calculated based on applicable currency conversion rates. Rounding adjustments may be applied during computation.

13.4 Promotions and Discounts

AstroNeed may run promotional schemes, including but not limited to:

- First-minute free consultations
- Discounted sessions
- Special campaigns

For promotional sessions, Astrologers shall receive a maximum payment of **INR 5 per minute**, after the first free minute, unless otherwise communicated.

Participation in promotional programs is voluntary unless explicitly stated.

13.5 Billing Accuracy and Complaints

AstroNeed's billing systems may occasionally encounter errors. Any billing-related complaint must be raised within **seven (7) days** from the date of the transaction.

Failure to raise complaints within this period shall be deemed acceptance of the billing.

13.6 Refunds, Chargebacks, and Deductions

Refunds or chargebacks issued to users for services rendered shall result in corresponding deductions from the Astrologer's earnings.

All decisions relating to refunds under the **Money Back Guarantee** policy shall be final and binding.

13.7 Audits and Investigations

In cases involving suspicious transactions, unusual activity, or potential policy violations, AstroNeed reserves the right to:

- Withhold payments for up to **sixty (60) days**
- Conduct internal audits or investigations

Payments shall be released only after resolution.

13.8 Tax Compliance

i. Payments are subject to applicable withholding taxes under Indian law.

ii. Astrologers earning more than **INR 20,00,000 (Twenty Lakhs) annually** are required to submit a valid **GST number**.

iii. Failure to provide GST details may result in profile suspension or deactivation.

13.9 Promotional Offers and Earnings Impact

Participation in optional promotional offers may temporarily reduce the Astrologer's revenue share. Such changes shall be communicated in advance and participation shall be entirely voluntary.

14. PROFILE UPDATES AND VERIFICATION

Astrologers must ensure that their profile information remains accurate and current at all times.

14.1 Profile Verification

Once an Astrologer's profile has been verified by the Compliance Team, no changes shall be permitted without prior approval.

All profile update requests must be submitted via the platform dashboard by raising a support ticket.

14.2 Major Profile Changes

Major profile elements—including profile photographs, biographies, and identity details—cannot be modified after onboarding.

Such changes are permitted only during the onboarding process and are subject to verification.

15. FEATURE UPDATES AND MODIFICATIONS

AstroNeed reserves the right to modify, update, suspend, or discontinue any feature, functionality, or service offered to Astrologers.

All feature updates, additions, or removals shall be communicated via the dashboard, notice board, or application notifications.

Continued use of the platform constitutes acceptance of such updates.

16. TRAINING AND PERFORMANCE REVIEW

16.1 Mandatory Training

Astrologers must attend mandatory training within **seven (7) days** of receiving the welcome email.

The complete training process—including customer review chats—must be completed within **fourteen (14) days** of receipt of the welcome email.

Failure to complete training within this timeframe shall result in **permanent profile deactivation**.

16.2 Post-Training Evaluation

Selection of the Astrologer is contingent upon successful completion of the customer review chat following training.

If performance standards are not met:

- A **seven (7) day observation period** shall be initiated
- Failure to improve shall result in profile discontinuation

AstroNeed reserves full discretion in performance assessment decisions.

16.3 Manipulation of Performance Metrics

Any attempt to manipulate ratings, reviews, or performance metrics—including the use of solicited users or artificial interactions—shall result in:

- **Penalty of INR 41,000**
 - Temporary profile deactivation
 - Audit period of up to **seven (7) working days**
 - Forfeiture of earnings obtained through such practices
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17. REFUND AND CANCELLATION

17.1 Acknowledgement of Chargeable Services

The Astrologer expressly acknowledges that **all services** provided through the AstroNeed platform are chargeable unless explicitly stated otherwise by AstroNeed.

17.2 User-Initiated Refund Requests

In the event that a user submits a complaint or request seeking a refund for any payment made on the AstroNeed platform, such complaint shall be reviewed by the **Administrator / Compliance Team**.

If the complaint is deemed valid:

- A refund may be issued either partially or in full
- The refund shall be processed **without requiring consent or approval** from the Astrologer

The decision of AstroNeed in relation to refunds shall be **final and binding**, and once processed, both the Astrologer and AstroNeed shall be bound by such decision.

17.3 International User Refunds

For international users availing consultations through the platform, any refund approved by AstroNeed shall also be processed accordingly. Where applicable, the Astrologer shall bear responsibility for processing such refunds as determined by AstroNeed.

17.4 Limitation Period for Refunds

Notwithstanding anything contained herein, refund requests shall only be considered for services rendered within the **preceding three (3) years** from the date on which the refund request is raised by the user.

18. INDEMNITY

18.1 Indemnification Obligation

The Astrologer agrees to indemnify, defend, and hold harmless AstroNeed, its affiliates, directors, officers, employees, and representatives from and against any and all claims, liabilities, losses, damages, actions, proceedings, costs, and expenses (including reasonable legal fees) arising out of or relating to:

- i. The use of the AstroNeed platform by the Astrologer;
 - ii. Any unauthorized use, misuse, or violation of the Astrologer's profile;
 - iii. Any breach of these Terms by the Astrologer;
 - iv. Any claims made by users arising from the Astrologer's conduct, advice, or services.
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18.2 Notification of Claims

The indemnified party shall notify the indemnifying party of any indemnifiable claim or proceeding and provide reasonable cooperation, documentation, and assistance required for defense or settlement.

18.3 Failure to Notify

If the indemnified party fails to notify the indemnifying party of an indemnifiable claim in a timely manner, the indemnifying party shall be relieved of its obligations **only to the extent** that it is materially prejudiced by such failure.

19. GOVERNING LAW AND JURISDICTION

19.1 Governing Law

These Terms and any disputes arising out of or in connection with them shall be governed by and construed in accordance with the **laws of Hanumangarh, Rajasthan, India**, without reference to conflict-of-law principles.

19.2 Exclusive Jurisdiction

The courts situated in **Hanumangarh, Rajasthan, India**, shall have exclusive jurisdiction over all disputes, claims, or proceedings arising out of or relating to these Terms, including their interpretation, enforcement, or alleged breach.

19.3 Dispute Resolution Preference

Both parties agree to make reasonable efforts to resolve disputes amicably through informal negotiation or mediation before initiating formal legal proceedings.

19.4 International Disputes

In the event of any international dispute, the laws of Hanumangarh, Rajasthan, India shall prevail over any conflicting international conventions, treaties, or regulations, unless expressly mandated otherwise by applicable law.

19.5 Enforceability of Jurisdiction Clause

If any portion of this jurisdiction clause is held to be unenforceable by a competent court, the remaining provisions shall continue in full force and effect. The unenforceable portion may be modified to reflect the original intent to the maximum extent permitted by law.

19.6 Legal Notices

All legal notices or communications relating to legal proceedings shall be sent through recognized postal services or electronic mail to the addresses specified by the parties.

20. DISPUTE RESOLUTION

20.1 Alternative Dispute Resolution

Any dispute arising in relation to these Terms or the AstroNeed platform shall first be attempted to be resolved through alternative dispute resolution mechanisms, including but not limited to:

- Arbitration
 - Mediation
 - Conciliation
-

20.2 Binding Nature of Decisions

Any decision or award rendered by an arbitrator shall be **final and binding** upon both parties.

21. SEVERABILITY

21.1 Validity of Remaining Provisions

If any provision of these Terms is found to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain fully valid and enforceable.

21.2 Replacement of Invalid Provisions

Any invalid or unenforceable provision shall be replaced with a lawful provision that most closely reflects the original intent and purpose of the invalidated clause.

21.3 Partial Enforceability

If a provision is deemed partially unenforceable, such provision shall be enforced to the maximum extent permissible under law without affecting the remaining provisions.

21.4 Good Faith Amendment

Where modification is required to ensure enforceability, both parties agree to cooperate in good faith to amend the affected provision without altering the fundamental purpose of the Terms.

22. CONFIDENTIALITY AND NON-DISCLOSURE

22.1 Confidential Information

The Astrologer agrees to maintain strict confidentiality of all information relating to AstroNeed, its platform, systems, users, internal processes, business strategies, financial data, technical infrastructure, operational policies, and any other non-public information ("Confidential Information").

22.2 Permitted Use

Confidential Information shall be used **solely** for purposes connected with the Astrologer's engagement on the AstroNeed platform and shall not be used for any personal, commercial, or third-party benefit.

22.3 Non-Disclosure Obligations

The Astrologer shall not disclose, share, publish, transmit, or make available any Confidential Information to any third party without prior written consent from AstroNeed, except where disclosure is required by law or a competent authority.

22.4 Protection of Information

The Astrologer agrees to take all reasonable precautions to safeguard Confidential Information against unauthorized access, misuse, loss, or disclosure.

22.5 Survival of Confidentiality Obligations

The obligations under this section shall **survive the termination or expiration** of this agreement for an indefinite period, or for such period as may be required under applicable law.

23. INTELLECTUAL PROPERTY RIGHTS

23.1 Ownership of Platform Content

AstroNeed shall retain exclusive ownership of all content created, hosted, transmitted, or displayed on the platform, including but not limited to:

- Chat messages
- Voice calls
- Video calls
- Live streaming sessions
- Data exchanged between users and Astrologers

AstroNeed reserves the unrestricted right to use, reproduce, store, modify, distribute, or display such content for operational, legal, promotional, or advertising purposes.

23.2 Content Ownership and Rights

All intellectual property rights—including copyrights, trademarks, trade names, logos, designs, software, databases, images, videos, text, and multimedia content—are the sole and exclusive property of AstroNeed.

23.3 User-Generated Content License

By engaging with the platform, users grant AstroNeed a **non-exclusive, royalty-free, worldwide, perpetual license** to use, reproduce, modify, publish, distribute, and display any content or communication shared during interactions with Astrologers.

23.4 Confidentiality and Data Protection

While AstroNeed retains ownership of platform content, it remains committed to protecting user data and privacy in accordance with applicable data protection laws and its Privacy Policy.

23.5 Promotional Use of Content

AstroNeed reserves the right to use user-generated content—including testimonials, reviews, feedback, and recorded sessions—for promotional or marketing purposes across websites, applications, advertisements, and social media platforms, unless the user expressly opts out where permitted by law.

23.6 Post-Termination Use

Even after termination or expiration of this agreement, AstroNeed shall retain the right to continue using platform content for legitimate business purposes, including legal compliance, audits, promotions, and record-keeping.

23.7 Prohibited Use by Astrologers

Astrologers are strictly prohibited from copying, reproducing, modifying, distributing, or exploiting any platform content without prior written consent from AstroNeed. Unauthorized use may result in termination and legal action.

24. OTHER GENERAL PROVISIONS

24.1 Limitation of Damages

Neither party shall be liable for consequential, speculative, indirect, or unforeseeable damages arising from this agreement.

24.2 Assignment

Neither party may assign or transfer their rights or obligations under these Terms without prior written consent of the other party.

24.3 Platform Facilitation Disclaimer

AstroNeed acts solely as a technology platform facilitating communication between users and Astrologers. AstroNeed shall not be responsible for content generated by users or Astrologers or for any harmful actions undertaken during interactions.

24.4 Disclosure of Legal Matters

Astrologers must disclose any pending, threatened, or ongoing legal proceedings at the time of onboarding or immediately upon becoming aware of such matters thereafter. AstroNeed reserves the right to suspend or terminate profiles in such cases.

24.5 Suspension During Disputes

In the event of a dispute between AstroNeed and the Astrologer, the Astrologer's profile may be temporarily suspended until resolution. During this period, services shall not be offered, and disputed payouts may be withheld without interest.

25. LIVE STREAMING AND VIDEO CALLING TERMS

AstroNeed provides live streaming and video calling features for interaction between users and Astrologers. AstroNeed acts solely as a communication facilitator and assumes no responsibility for content created or actions performed during such sessions.

Astrologers must restrict live session discussions strictly to astrology-related topics. Any non-astrological or promotional activity is prohibited.

Violation may result in suspension of live access and a **penalty of INR 41,000**.

25.1 Professional Conduct

Astrologers must maintain professionalism and respectful conduct during all live sessions.

25.2 Video Presence Requirement

Astrologers must ensure that the camera remains focused on their face for the majority of the session. Failure to comply for more than ten (10) minutes shall result in:

- **Penalty of INR 5,100 per day**
- **Seven (7) day restriction** from live features

Repeated violations may result in permanent suspension.

25.3 Personal Information Sharing

Astrologers are prohibited from sharing personal contact details, banking information, social media handles, websites, offline addresses, or any identifiable information during live sessions or through visual backgrounds.

Violation shall result in:

- **Penalty of INR 11,000**
 - Removal of Green Badge
 - Temporary account deactivation
 - **Green Badge reinstatement fee: INR 41,000**
-

25.4 Refusal of Free Guidance

Refusal to provide guidance during free segments or soliciting donations during live sessions is prohibited and shall attract penalties and restrictions.

25.5 Respect for AstroNeed and Community

Any demeaning remarks or conduct against AstroNeed, its employees, users, or astrology as a practice shall result in:

- **Penalty of INR 41,000**
 - Removal of Green Badge
 - Temporary or permanent deactivation after review
-

25.6 Promotion of External Services

Promotion of external astrology services or platforms during live sessions is strictly prohibited. Repeated violations may result in permanent deactivation.

26. DISCLAIMER OF WARRANTY

The AstroNeed platform and services are provided on an **“AS IS” and “AS AVAILABLE”** basis without warranties of any kind, whether express or implied.

AstroNeed disclaims all warranties including merchantability, fitness for a particular purpose, non-infringement, security, accuracy, or uninterrupted availability.

26.1 No Third-Party Liability

AstroNeed is not a party to transactions between users and Astrologers and assumes no liability arising from such transactions.

26.2 Indemnification Acknowledgement

Astrologers agree to indemnify AstroNeed against claims arising from their qualifications, advice, or conduct.

26.3 Survival of Disclaimer

This disclaimer shall survive termination or expiration of the agreement.

27. ADDITIONAL DISCLAIMERS

27.1 Limitation of Responsibility

AstroNeed shall not be responsible for any damages, losses, or claims arising out of or relating to the use of the platform, including interactions, communications, agreements, or transactions between users and Astrologers.

AstroNeed's role is strictly limited to acting as a **technology facilitator** connecting users with Astrologers and does not include the provision of astrology advice, counseling, or professional services.

27.2 Independence of Astrologers

Astrologers operating on the AstroNeed platform are **independent professionals**. AstroNeed does not supervise, control, or endorse the advice, opinions, methods, predictions, or conduct of Astrologers.

All consultations and interactions occur solely between the user and the Astrologer.

27.3 User Fees and Payments

Fees for astrology services are determined by Astrologers in accordance with platform guidelines. AstroNeed does not guarantee outcomes, satisfaction, or service quality.

Users acknowledge that AstroNeed is not a party to payment disputes or service-related disagreements between users and Astrologers.

27.4 Dispute Resolution Between Users and Astrologers

AstroNeed shall not be obligated to resolve disputes arising between users and Astrologers relating to advice, payments, service quality, or outcomes.

27.5 No Endorsement

Listing of Astrologers on the AstroNeed platform does not constitute endorsement, certification, or guarantee of service quality.

27.6 Confidentiality in Disputes

AstroNeed may disclose limited information to competent authorities if required for dispute resolution or legal compliance and shall not be held liable for such disclosures.

27.7 No Medical, Legal, or Financial Advice

All astrology services are provided for **spiritual, personal, or entertainment purposes only**. Astrologers are not licensed medical, legal, or financial professionals.

Users must seek licensed professionals for such matters.

27.8 Right to Modify or Suspend Services

AstroNeed reserves the right to modify, suspend, or terminate any service, feature, or platform access at any time without prior notice and without liability.

28. MODIFICATION OF TERMS

AstroNeed reserves the unrestricted right to amend, revise, update, or modify these Terms and Conditions at any time, including but not limited to changes in penalties, obligations, feature usage, refunds, or operational procedures.

All modifications shall become effective immediately upon publication on the platform. Astrologers are responsible for reviewing the “**Last Updated**” section regularly.

Continued use of the platform after modifications constitutes acceptance of the revised Terms. If an Astrologer does not agree with the updated Terms, their sole remedy is to discontinue use of the platform.

AstroNeed shall not be liable for any consequences arising from failure to review updated Terms.

29. CONTACT INFORMATION AND COMMUNICATION DATA

To enhance communication and user experience, AstroNeed may collect and store limited contact information, including first name, last name, and phone numbers.

This data is used exclusively for:

- Platform notifications
- Contact-based alerts
- “Only Astrologer” login identification
- Service-related updates

AstroNeed does not sell, rent, or share contact data for marketing purposes.

29.1 Purpose of Data Collection

- Notification of contact registration
 - Platform functionality and connection suggestions
-

29.2 Data Retention and Security

- Only essential data is retained

- Data is encrypted and securely stored
 - Data is deleted upon account closure or user request
-

29.3 User Control Over Data

Astrologers may update or delete stored contact information via application settings at any time.

29.4 Third-Party Access

AstroNeed may engage trusted service providers bound by confidentiality agreements for operational purposes only.

30. PHONE NUMBER COLLECTION AND USAGE

AstroNeed collects phone numbers for the following purposes:

- i. **Telephonic Consultations**
- ii. **Chat Alerts and Notifications**
- iii. **OTP Verification and Account Security**
- iv. **Personalized User Experience**
- v. **Customer Support Assistance**

Phone numbers are used strictly for service-related purposes.

31. CALL LOG PERMISSION

AstroNeed may request call log permission solely to facilitate OTP verification via missed call authentication.

- OTP calls are device- and SIM-specific
- Call log access is used only to capture OTP
- No call history is shared or stored beyond authentication

Granting this permission enables secure and seamless verification.

32. VOICE RECORDING AND MICROPHONE PERMISSION

AstroNeed provides an optional audio-based interaction feature allowing Astrologers and users to send voice messages in chat.

32.1 Purpose

Microphone access is required to record audio messages for seamless communication.

32.2 Data Usage

Audio data is:

- Used only to process user queries
- Stored temporarily
- Never shared with third parties

32.3 User Control

Astrologers may revoke microphone access at any time via device settings.

33. PRIVACY COMMITMENT

AstroNeed is committed to safeguarding personal data and user privacy.

33.1 Data Collection

Only necessary data is collected to provide astrology services.

33.2 Consent and Transparency

Explicit consent is obtained where required, and users may manage their data preferences at any time.

33.3 Data Security

Industry-standard encryption, firewalls, audits, and monitoring mechanisms are employed.

33.4 Third-Party Links

AstroNeed is not responsible for external websites linked on the platform.

33.5 Data Breach Protocol

In the event of a data breach, affected users shall be notified promptly in accordance with applicable law.

34. FINAL ACKNOWLEDGEMENT

By accessing, registering, or continuing to use the AstroNeed platform, the Astrologer confirms that they have **read, understood, and agreed** to be bound by these Terms and Conditions in their entirety.

These Terms constitute a legally binding agreement enforceable under applicable law.