Terms and condition

 INTRODUCTION

Our website is a Platform where everyone can use to get better mental health condition. The Users of the Website shall be referred to as "You," "Your," or "Users."

By clicking on the "Accept" button at the end of the Agreement acceptance form, Users agree to be bound by the Terms and Conditions of this Agreement. Please read this entire Agreement carefully before accepting its Terms. When You undertake any activity on the Website, You agree to accept these Terms and Conditions.

In using this Website, You are deemed to have read and agreed to the following Terms and Conditions set forth herein. Any incidental documents and links mentioned shall be accepted jointly with these Terms. You agree to use the Website only in strict interpretation and acceptance of these Terms, and any actions or commitments made without regard to these Terms shall be at Your own risk. These Terms and Conditions form part of the Agreement between the Users and Us. By accessing this Website, and/or undertaking to perform a Service provided by Us indicates Your understanding, agreement to and acceptance of the disclaimer notice and the full Terms and Conditions contained herein.

ELIGIBILITY OF THE USER

You may use the Service only if You are at least thirteen (13) years of age and can form a binding contract with Us, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations.

Unauthorized Users are strictly prohibited from accessing or attempting to access, directly or indirectly, the Platform. Any such unauthorized use is strictly forbidden and shall constitute a violation of applicable state and local laws.

Our website may, in its sole discretion, refuse to offer access to or use of the Platform to any person or entity, and change its eligibility criteria at any time. This provision is void where prohibited by law and the right to access the Website is revoked in such jurisdictions.

SERVICES OFFERED BY THE PLATFORM

We provide the Users with a Platform to test the mental health condition and to guide for your mental health.

 That You will use the Services provided by Our Platform, its affiliates and contracted companies, for lawful purposes only and comply with all applicable laws and regulations while using the Platform.

That You will provide authentic and true information in all instances where such information is requested of You. We reserve the right to confirm and validate the information and other details provided by You at any point in time. If upon confirmation Your details are found not to be true (wholly or partly), We have the right in Our sole discretion to reject the registration and debar You from using the Services of Our Platform and/or other affiliated websites without prior intimation whatsoever.

 That You are accessing the Services available on this Website and transacting at Your sole risk and are using Your best and prudent judgment before entering into any dealings through this Platform.

It is possible that the other Users (including unauthorized/unregistered users or "hackers") may post or transmit offensive or obscene materials on the Platform and that You may be involuntarily exposed to such offensive and obscene materials. It also is possible for others to obtain personal information about You due to Your use of the Platform, and that the recipient may use such information to harass or injure You. We do not approve of such unauthorized uses, but by using the Platform, You acknowledge and agree that We are not responsible for the use of any personal information that You publicly disclose or share with others on the Platform. Please carefully select the type of information that You publicly disclose or share with others on the Platform.

You agree to not post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information or description/image/text/graphic of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national, or international law.

You agree to not post or transmit any information, software, or other material which violates or infringes the rights of others, including material which is an invasion of privacy or publicity rights or which is protected by copyright, trademark or other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or right holder.

You agree to not alter, damage or delete any Content or other communications that are not Your own Content or to otherwise interfere with the ability of others to access Our Platform.

You agree to indemnify and keep indemnified the Company from all claims/losses (including advocates' fees for defending/prosecuting any case) that may arise against the Company due to acts/omission on the part of the User.

WARRANTIES, REPRESENTATION AND UNDERTAKINGS OF USER

The User warrants and represents that all obligations narrated under this Agreement are legal, valid, binding and enforceable in law against the User.

 The User agrees that it shall, at all times, ensure compliance with all the requirements applicable to its business and for the purposes of this Agreement including but not limited to intellectual property rights, value-added tax, excise and import duties, etc. It further declares and confirms that it has paid and shall continue to discharge all its obligations towards statutory authorities.

The User agrees that it has adequate rights under relevant laws including but not limited to various intellectual property legislation(s) to enter into this Agreement with the Company and perform the obligations contained herein and that it has not violated/infringed any intellectual property rights of any third party.

The User agrees that appropriate disclaimers and Terms of use on the Company's Website shall be placed by the Company.

INTELLECTUAL PROPERTY RIGHTS

The User expressly authorizes the Company to use its trademarks/copyrights/designs/logos and other intellectual property owned and/or licensed by it for the purpose of reproduction on the Platform and at such other places as the Company may deem necessary. It is expressly agreed and clarified that, except as specified agreed in this Agreement, each Party shall retain all right, title and interest in their respective trademarks and logos and that nothing contained in this Agreement, nor the use of the trademarks/logos in the publicity, advertising, promotional or other material in relation to the Services shall be construed as giving to any Party any right, title or interest of any nature whatsoever to any of the other Party's trademarks and/or logos.

The Company's Website and other Platforms, and the information and materials that it contains, are the property of the Company and its licensors, and are protected from unauthorized copying and dissemination by copyright law, trademark law, international conventions, and other intellectual property laws. All the Company's product names and logos are trademarks or registered trademarks. Nothing contained on the Company's Website should be interpreted as granting, by implication, estoppel, or otherwise, any license or right to use the Company's Website or any materials displayed on the Company's Website, through the use of framing or otherwise, except: (a) as expressly permitted by these Terms and Conditions; or (b) with the prior written consent of the Company. The User shall not attempt to override or circumvent any of the usage rules or restrictions on the Website.

Except as otherwise expressly granted to You in writing, We do not grant You any other express or implied right or license to the Services, Our Content or Our intellectual property rights.

 Proprietary Rights. Subject to the limited rights expressly granted in this Agreement, the Company reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to the User in this Agreement other than as expressly outlined in this Agreement.

DATA

"Data" means any and all identifiable information about Users and their affiliates generated or collected by the Company or the User, including but not limited to the User's name, email addresses, Services availed, phone numbers, and the User's preferences and tendencies. The User agrees that it will only use the Data in complying with its obligations in this Agreement.

The User represents, warrants, and covenants that it will not resell or otherwise disclose any Data to any third party, in whole or in part, for any purpose whatsoever.

Data policy

HOME website is strongly committed to protecting your privacy and complying with your choices. Both personal and non-personal information collected is safeguarded according to the highest privacy and data protection standards adopted worldwide. We have always had a robust and effective data protection program in place which complies with existing law and abides by the data protection principles. However, we recognize our obligations in updating and expanding this program to meet the demands of the GDPR.

 The goals and objectives followed of this policy are:

* Protect information from unauthorized access or misuse;
* Ensure the confidentiality of information;
* Maintain the integrity of information;
* Maintain the availability of information systems and information for service delivery;
* Comply with regulatory, contractual and legal requirements;
* Maintain physical, logical, environmental and communications security;
* Dispose of information in an appropriate and secure manner when it is no longer in use;

AUTHORIZED USERS OF INFORMATION SYSTEMS

All users of Home's information systems must be formally authorized by our founder. Authorized users will be in possession of a unique user identity. Any password associated with a user identity must not be disclosed to any other person.

Authorized users shall take all necessary precautions to protect the [COMPANY NAME] information in their personal possession. Confidential, personal or private information must not be copied or transported without consideration of:

the permission of the owner of the information;

the risks associated with loss or falling into the wrong hands;

• how the information will be secured during transport to its destination.

ACCEPTABLE USE OF INFORMATION SYSTEMS

User accounts on the company's computer systems must only be used for the company's business and must not be used for personal activities during working hours.

During breaks or mealtimes, limited personal use is permitted, but use must be legal, honest and decent while considering the rights and sensitivities of others.

Users shall not purposely engage in activity with the intent to: harass other users; degrade the performance of the system; divert system resources to their own use; or gain access to company systems for which they do not have authorization.

Users shall not attach unauthorized devices on their PCs or workstations, unless they have received specific authorization from the employees' manager and/or the company IT designee. Users shall not download unauthorized software from the Internet onto their PCs or workstations.

Unauthorized use of the system may constitute a violation of the law, theft, and may be punishable by law. Therefore, unauthorized use of the company's computer system and facilities may constitute grounds for civil or criminal prosecution.

ACCESS CONTROL

The fundamental element of this Data Security policy is the control of access to critical information resources that require protection against unauthorized disclosure or modification.

Access control refers to the permissions assigned to persons or systems that are authorized to access specific resources. Access controls exist at different layers of the system, including the network. Access control is implemented by username and password. At the application and database level, other access control methods can be implemented to further restrict access.

Finally, application and database systems can limit the number of applications and databases available to users based on their job requirements.