

## 1. Terms and Conditions

- a. **Purple Connect**, [The Purple Umbrella Foundation] and their trustees, employees and agents (“we”) are providing <https://www.purpleconnect.org/> (the “Website”) and related websites, newsletters, applications and other services to its users (“You”, “Mentees”) subject to the following terms and conditions (the “Terms”) and privacy policy as discussed in the next part.
- b. Purple Connect, being a pro bono volunteer-initiative, is aimed at connecting you with students, professionals, counsellors and mentors (the “Mentors”), with expertise in various areas of studies, professions and practice, depending on the scope of your requirement. Purple Connect does not render any sort of service in the form of guidance or counselling or mentoring (the “Purpose”) and does not claim to be a service provider either. Purple Connect connects Mentees with the Mentors who have shown their willingness to provide pro bono guidance, mentoring and/or counselling.
- c. **No service provider-client relationship** shall be created or deemed to be created between you and Purple Connect. All of your communications with Purple Connect are protected by our privacy policy (“**Privacy Policy**”) as provided on the website. Other than information you submit through the Website, Purple Connect has no access to any communications between you and any Participating Platform Lawyer.
- d. Purple Connect is **not a referral service**. While we make reasonable efforts to select and vet the Participating Mentors, we do not recommend any specific mentor for any specific request except for matching the areas of mentoring, assistance or guidance sought and areas of expertise of the volunteering Mentors. You acknowledge and agree that Purple Connect does not select, endorse or recommend any individual or Mentor and the selection and hiring of services of any Mentor is at the sole discretion of the User.

## 2. General Terms

- a. We offer the site “AS IS” “as available” and if you are using the site as an individual or a corporate entity, it is deemed that you are authorized on behalf of such individual or corporate entity and without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by and during any course of performance or usage of trade, all of which are expressly disclaimed.
- b. Users/You may be interchangeably used in respect to Mentees who are seeking assistance/guidance/counselling/mentorship & want to get connected with the Mentors signed up on our platform in context to the Purpose of the Website or it may also mean to refer to the Mentors who are listed as Participating/Volunteering Mentors on the Website to provide these services to the mentees seeking assistance, guidance, counselling or any sort of mentorship.
- c. *Purple Connect* is in no way associated with or responsible for any advice, guidance, tutorial or consultation provided by any Participating/Volunteering Mentors, as it is only *a third party facilitator*, where Mentees can communicate and get the best possible solution by meeting experts from various fields. In case of any issues with the services rendered by the Mentor, we are in no way liable or accountable.

- d. We shall not be liable for any loss, injury, damage or harm suffered by you through the use of the Website however caused, including but not limited to loss caused through but not limited to our negligence, breach of contract, copyright infringement, and breach of other intellectual property rights or defamation, and also including, but not limited to, any offence, untoward act, harassment or any other offensive or hurtful act of the Mentors.
- e. All the materials and information provided to you on-site is only for the purpose of providing information and no other purpose at all. Also, the site is in no way promoting, advertising or publishing any content that is unethical, immoral, discriminatory, offensive, hurtful or against the public policy or against the interest of any society or group in tandem or which is illegal to publish.
- f. The particular Mentor is solely and exclusively responsible for providing services to the Mentee and you agree that, the Mentor and not the Purple Connect is responsible for any loss, injury, damage or harm incurred by you arising out of or caused by any malpractice by any Mentor.
- g. You also agree that any claim between you and the Mentor(s) is purely based against the Mentor(s) exclusively and Purple Connect will in no way be associated with any such claims whatsoever.
- h. You acknowledge that all new services or features launched by us in future will also be subject to these Terms.
- i. You acknowledge and agree that the Website is provided "as is" and that we can assume no responsibility for any failure to provide for the Purpose, including but not limited to storing or delivering any user communications or settings.
- j. Unacceptable behaviour shall mean, any usage of our Website that can amount to attempting to gain or gaining unauthorized access to the servers, systems, networks or data or it causes any sort of interruption that leads to disrupt the services, systems, networks or servers. It shall also mean, any behaviour or conduct that is opposed to the public policy or is in violation of the laws of the nation.
- k. In terms of Rule 3(1) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, you are hereby warned to not to host, display, upload, modify, publish, transmit, store, update or share any information that,—
  - i. belongs to another person and to which the user does not have any right;
  - ii. is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy including bodily privacy, insulting or harassing on the basis of gender, libellous, racially or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
  - iii. is harmful to child;
  - iv. infringes any patent, trademark, copyright or other proprietary rights;
  - v. violates any law for the time being in force;
  - vi. deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
  - vii. impersonates another person;
  - viii. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation;

- ix. contains software virus or any other computer code, file or program designed to interrupt, destroy or limit the functionality of any computer resource;
- x. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity or agency for financial gain or to cause any injury to any person;
- l. We are not liable for content published on the Website by users of the Website. If you would like to alert us to content that you believe to be inappropriate, please contact us via the Website. We will deal with your request as soon as reasonably possible.
- m. Subject to the aforesaid terms, Purple Connect realising its responsibility and the vulnerability of Users, nevertheless shall assist its users in raising any complaint or initiating proceedings against any Participating/Volunteering Mentor or person whom they connect using Purple Connect's platform, to the best extent possible.

### 3. How Purple Connect works?

- a. As already discussed, Purple Connect offers and works on a **ZERO SERVICE FEE** for its Users to be connected with the Participating/Volunteering Mentors and **ZERO COMMISSION** from the Participating/Volunteering Mentors. We do not intend to connect you to any paid service provider. In case any Mentor seeks any remuneration in money or kind, please write to us immediately through the website. You acknowledge that we are only a facilitating platform and act as a third party enabler which can connect you to the Participating/Volunteering Mentor.
- b. We also offer a "Talk to a Therapist" option where a user having any mental health issue/query and wants to get it resolved by any Psychologist or psychological consultant, can connect to such professional or consultant. Purple Connect is just an intermediary to offer discoverability to Mentees as no Service Fee is taken from the User and it is totally a cost-free Platform for Users. Also, **ZERO Commission** is charged by us from any Psychologist/psychological consultant who registers on our Platform and becomes a Volunteering Therapist.
- c. Though our Platform gives access to create the profiles of the Participating/Volunteering Mentors for the purpose of increasing the accessibility and connect them with students/professionals seeking assistance guidance or counselling using this platform, we do not intend in any way whatsoever to advertise any profile as we are not an advertising portal but a matching platform.
- d. Our search and sort functionality are purely driven by user-entered information and the process of matching the keywords of assistance required with the key words of the expertise of the Participating/Volunteering Mentors.
- e. We are in no way associated with or ENDORSE any individual described herein. We will not be responsible for the choices made by you in terms of selecting any particular Mentor of your choice. The name or inclusion of any particular Mentor's profile does not mean any sort of advertising being done or any recommendation or any endorsement from Purple Connect's end.
- f. Subject to the aforesaid terms, Purple Connect realising its responsibility and the vulnerability of Users, nevertheless shall assist its users in raising any complaint or initiating proceedings against any Participating/Volunteering Mentor or person whom they connect using Purple Connect's platform, to the best extent possible.

## 4. Website Usage Terms

- a. We reserve the right at our absolute discretion to: (i) restrict or block your access to the Website, (ii) delete, modify or limit your user account at any time, or (iii) terminate these Terms. Notwithstanding the above, all your obligations under these Terms shall continue to survive
- b. You shall not use the Website in any way that causes damage to the Website or in any unlawful, harmful, illegal or fraudulent manner. You agree not to interfere with legitimate use of the Website and our services by other users. You agree to indemnify us against all costs, claims, liabilities, demands or expenses incurred as a result of your unacceptable behaviour on or unauthorised use of, this Website or in case of any breach of these Terms by you.
- c. You shall not publish or cause to be published any unlawful, defamatory, obscene, threatening, offensive, harmful or otherwise objectionable content on the Website. You confirm that you are allowed under the law to publish all content, images or information that you submit to the Website. In case, we find or suspect that you have been doing or making an attempt to do things which are prohibited, we will suspend your profile or block it or it may also be subjected to termination as per the termination clause with an immediate effect without any prior notice.
- d. In the event where you submit information through the Website, you agree to provide true, accurate, current and complete information and agree to promptly update the information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, and/or 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 participation on the Website and/or refuse any and all current or future use of the Website or its services (or any portion thereof).
- e. You hereby agree to form a direct relationship on your own with the Participating/Volunteering Mentor, after you have chosen to be connected to suggested Participating/Volunteering Mentors who match your requirements. You hereby agree that, any further communication between you and the Participating/Volunteering Mentors is solely driven by the parties privy to that and Purple Connect is not accountable for anything arising out of such communication whether on the platform or otherwise. You also agree that you may be contacted by telephone or e-mail as set forth in this Agreement and in our Privacy Policy, notwithstanding the listing of your telephone number and/or e-mail address in any applicable do-not-call registries.
- f. Subject to the aforesaid terms, Purple Connect realising its responsibility and the vulnerability of Users, nevertheless shall assist its users in raising any complaint or initiating proceedings against any Participating/Volunteering Mentor or person whom they connect using Purple Connect's platform, to the best extent possible.

## 5. Membership Obligations

The profile that you create on our website will be used to store your connections. You agree to provide your Legal name, last name and accurate, correct personal information in your registration. You agree to keep your username (the "Username") and password safe from use by third parties and not to share your registration details with anyone else, unless if your Username is a bona fide account that represents a group or organization in which case you may share the registration details with

members of such group or organization. You agree to indemnify us against any unauthorized use of your username and password, howsoever caused. We reserve the right to modify the membership information you provide, as well as to delete, disable and/or restrict your account.

## **6. User Content**

All content submitted by users (collectively "User Content") is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. We may use and distribute your User Content solely to fulfil the Purpose of the Website or as required to be produced before any authority or court of law. To know more on how the content/information will be collected or used we request you to read our privacy policy.

## **7. Indemnification**

You shall defend, indemnify, and hold harmless, us, our affiliates and each of our and their respective employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to your use or misuse of, or access to, the Website, Content, or otherwise from your User Content, or violation of these Terms, provided that any indemnity in this clause with regard to advice, assistance, guidance, mentorship or counselling provided by Participating/Volunteering Mentors, excludes any aspect of such advice, assistance, guidance, mentorship or counselling that Purple Connect does not and cannot access. We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defences.

## **8. Termination**

In the event, where we become aware of or it comes to our attention that a potential breach which has happened or may be caused to us amounting to a violation of our terms stated herein. We reserve and claim complete right to terminate all ties.

- a. We may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your Purple Connect account.
- b. Any termination of your access to the Website has no effect on the provision of exchange between you and your Participating/Volunteering Mentor you have connected with using our Website.
- c. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

## **9. Governing law /Jurisdiction**

The Terms and the Website are governed by Indian laws and you agree to submit all disputes to the jurisdiction of the courts in Panchkula, Haryana only.

## **10. Dispute Resolution**

Any dispute, controversy or claim, involving Purple Connect, arising out of and maintainable under or relating to or in connection with this Agreement, or the breach, termination or validity hereof shall be finally settled by Mediation between the parties as per the provisions of Arbitration and Conciliation Act, 1996. And, the expense of the Mediation will be borne by the parties amicably; in case of any dispute upon it the decision of the Mediator will be final.

## **11. Variation**

We reserve the right to amend or modify these Terms at any time without notice.

## **12. Entire Agreement and Severability**

This Agreement is the entire agreement between you and us, including use of the Website, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

## **13. Force Majeure**

We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation or may be due to act of God, war, riots, embargoes, act of civil or military authorities, fire, floods or accidents..

## **14. Assignment**

These Terms are personal to you, and are not assignable, transferable or cannot be sub-licensed by you except with our prior written consent. We may assign, transfer or delegate any of our rights and obligations hereunder without your consent.

## 15. Agency

No agency, partnership, joint venture, or employment relationship is created as a result of these Terms and neither party has any authority of any kind to bind the other in any respect.

## 16. Notices

Unless otherwise specified in these Terms, all notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to [info.purpleconnect@gmail.com](mailto:info.purpleconnect@gmail.com).

## 17. No Waiver

No failure or delay in exercising any right, power or remedy as per the Terms stated herein shall operate as a waiver, default, acquiescence thereof, nor shall any single or partial exercise of any right, power or remedy preclude the exercise of any other or further exercise of the same compliance in the future. In order for any waiver of compliance with these Terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives in a reasonable time.

## 18. Disclaimer

- a. *Purple Connect* **does not provide any services and is not a Service Provider.** We help you connect with Participating/Volunteering Mentors, but Purple Connect does not give advice, assistance, guidance or counselling.
  - b. All of your communications with Purple Connect are protected by our privacy policy. Other than information you submit through the Website, Purple Connect has no access to any communications between you and any Participating/Volunteering Mentors you choose to connect with through the Website, which communications may be protected by the attorney-client privilege, wherever applicable.
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