



VMENTORZ – Terms of Service

Version: 1.0

Effective Date: [January 29, 2026]

1. Acceptance of Terms

These Terms of Service (“Terms”) constitute a legally binding agreement between you (“User”, “you”, or “your”) and VMENTORZ Private Limited, a company incorporated under the laws of India and having its registered office in Pune, Maharashtra (“VMENTORZ”, “Platform”, “we”, “us”, or “our”).

By accessing, browsing, registering on, or using the VMENTORZ platform, including its website, mobile application, AI tools, assessments, wallet system, and related services (collectively, the “Platform”), you confirm that:

- You have read and understood these Terms;
- You agree to be bound by these Terms;
- You are legally competent to enter into this agreement; and
- Your use of the Platform constitutes valid digital acceptance under applicable Indian law.

If you do not agree to these Terms, you must not use the Platform.

These Terms must be read together with the Privacy Policy and other policies referenced herein.

2. Nature of Platform & Role Clarification

VMENTORZ operates as a technology-enabled facilitation platform that connects Users with independent professionals referred to on the Platform as “Mentors” (also referred to in legal context as “Practitioners”).

Mentors may include counsellors, therapists, psychologists, psychiatrists, coaches, or other qualified professionals offering mental wellbeing or related services through the Platform.

VMENTORZ:

- Is not a medical establishment;
- Does not provide medical diagnosis or treatment;
- Does not guarantee outcomes, recovery, or therapeutic results;
- Does not control, supervise, or influence the independent professional judgment of any Mentor.

Mentors are independent professionals and are solely responsible for the services they provide.

VMENTORZ’s role is limited to facilitating:

- Discovery and matching;
- Booking and scheduling;
- Wallet and payment processing;
- AI-enabled recommendations;
- Platform infrastructure and support.

Any professional advice, therapeutic input, or session guidance is provided solely by the Mentor.

3. Eligibility & Account Registration

You must be at least 18 years of age to independently create and operate an account on the Platform.

Where services are sought for a minor:

- A parent or legal guardian must create and manage the account;
- Guardian consent is mandatory;
- The guardian is responsible for supervision and compliance with these Terms.

You agree to:

- Provide accurate, current, and complete information;

VMENTORZ Pvt. Ltd. | CIN: U62013PN2025PTC246337 | GSTIN: 27AALCV4170A1ZF

Email: info@vmentorz.com | Website: www.vmentorz.com

Registered Office: C604, Viva Hallmark, DSK Ranwara Road, Patil Nagar, Bavdhan, Pune - 411021



- Maintain the confidentiality of your login credentials;
- Notify VMENTORZ immediately of any unauthorised access;
- Use the Platform only for lawful and legitimate purposes.

VMENTORZ reserves the right to suspend or terminate accounts that provide false information or violate these Terms.

4. Scope of Services

The Platform may provide access to:

- Mental wellbeing sessions conducted by Mentors;
- AI-enabled assessments and recommendations;
- Educational, informational, or wellness-related resources;
- Wallet-based booking and payment systems;
- Subscription, bundled, or promotional offerings where applicable.

AI tools and automated systems are assistive in nature and do not constitute medical diagnosis, psychiatric evaluation, or emergency support.

The Platform is not intended for emergency situations.

If you are experiencing a medical or psychological emergency, you must immediately contact local emergency services, a hospital, or an appropriate crisis response authority.

5. AI Tools & Automated Systems

The Platform may provide AI-enabled tools, assessments, recommendations, conversational interfaces, or automated support features.

You acknowledge and agree that:

- AI tools are assistive in nature and are not substitutes for professional medical or clinical judgment;
- AI-generated content may not be complete, accurate, or suitable for your specific circumstances;
- AI tools do not provide diagnosis, treatment plans, or emergency intervention.

VMENTORZ does not guarantee the completeness, reliability, or suitability of AI-generated outputs for any specific purpose.

Your reliance on AI-generated insights is at your own discretion and risk.

Where AI-based mentor recommendations are provided, such recommendations are based on algorithmic interpretation of information voluntarily provided by you and do not constitute clinical advice.

6. Wallet, Payments & Pricing

6.1 Wallet System

The Platform may operate a prepaid wallet or credit-based system through which users fund sessions.

You agree that:

- Payments made to the wallet are advance payments for Platform-facilitated services;
- Wallet balances are non-interest bearing;
- Wallet credits may only be used for services available on the Platform.

VMENTORZ reserves the right to introduce, modify, or discontinue wallet features in accordance with Platform policies.

6.2 Pricing & Platform Fees

The user-facing price for sessions may include:



- The Mentor's base professional fee;
- Platform service or facilitation components;
- Applicable taxes.

Pricing structures may vary based on subscription models, promotional campaigns, bundled offerings, or credits-based mechanisms.

You acknowledge that pricing may change from time to time and that the final payable amount will be displayed at checkout prior to confirmation.

6.3 Payment Processing

Payments are processed through third-party payment service providers.

VMENTORZ shall not be liable for:

- Payment gateway failures;
- Banking errors;
- Delays caused by external systems.

7. Cancellation, Rescheduling & No-Show Policy

Cancellation and rescheduling of sessions are governed by the Platform's **Cancellation, Rescheduling & No-Show Policy**, as updated from time to time. By booking a session, you acknowledge and agree to be bound by the Platform's Cancellation, Rescheduling & No-Show Policy in effect at the time of booking.

By booking a session, you agree to:

- The applicable cancellation timelines;
- Any deductions or adjustments in accordance with the Cancellation Policy;
- The rescheduling framework and its associated conditions.

VMENTORZ reserves the right to update cancellation policies in accordance with operational and commercial requirements.

8. User Responsibilities & Acceptable Conduct

You agree that you shall not:

- Use the Platform for unlawful, abusive, fraudulent, or harmful purposes;
- Misrepresent information provided to Mentors;
- Harass, threaten, intimidate, or engage in inappropriate conduct during sessions;
- Record sessions without express consent of the Mentor;
- Attempt to circumvent the Platform by engaging Mentors off-platform to avoid fees;
- Misuse AI tools or attempt to manipulate platform systems.

You acknowledge that respectful and lawful conduct is essential to maintaining a safe and professional environment.

VMENTORZ reserves the right to suspend or terminate accounts for violations of these Terms.

9. Disclaimers

The Platform and all services are provided on an "as is" and "as available" basis.

To the fullest extent permitted under applicable law, VMENTORZ disclaims all warranties, express or implied, including but not limited to:

- Fitness for a particular purpose;
- Accuracy or completeness of information;
- Uninterrupted or error-free operation of the Platform.



VMENTORZ does not warrant that:

- Any Mentor will meet your expectations;
- Any session will produce specific outcomes;
- AI-generated insights will be accurate or clinically appropriate;
- The Platform will be free from technical interruptions.

You acknowledge that Mentors are independent professionals and that VMENTORZ does not supervise, control, or direct the professional services they provide.

VMENTORZ shall not be responsible for:

- The conduct, advice, or actions of any Mentor;
- Decisions you make based on sessions or AI outputs;
- Outcomes resulting from professional interactions;
- Situations requiring emergency medical or psychiatric intervention.

The Platform is not an emergency service. In case of emergency, you must immediately contact appropriate emergency authorities.

10. Limitation of Liability

To the maximum extent permitted under applicable law:

VMENTORZ, its directors, officers, employees, affiliates, and service providers shall not be liable for any:

- Indirect, incidental, consequential, special, or punitive damages;
- Emotional distress claims;
- Loss of opportunity, goodwill, or reputation;
- Loss of data beyond reasonable control;
- Damages arising from actions or omissions of Mentors.

In no event shall the aggregate liability of VMENTORZ arising out of or in connection with your use of the Platform exceed:

The total amount paid by you to the Platform in the three (3) months immediately preceding the claim, or INR 50,000 (Indian Rupees Fifty Thousand), whichever is lower.

This limitation shall apply regardless of the form of action, whether in contract, tort, negligence, strict liability, or otherwise.

Nothing in these Terms shall exclude liability where such exclusion is not permitted under applicable law.

11. Indemnity

You agree to indemnify, defend, and hold harmless VMENTORZ, its directors, officers, employees, affiliates, and service providers from and against any claims, losses, liabilities, damages, costs, or expenses (including reasonable legal fees) arising out of:

- Your misuse of the Platform;
- Your violation of these Terms;
- Your violation of applicable laws;
- Any false, misleading, or inaccurate information provided by you;
- Any dispute between you and a Mentor.

This indemnity obligation shall survive termination of your account or use of the Platform.

12. Third-Party Services & External Links



The Platform may integrate or provide access to third-party services, including but not limited to:

- Payment gateways
- Communication tools
- Video conferencing infrastructure
- Analytics services
- External informational resources

VMENTORZ does not control and is not responsible for the content, availability, security, or practices of such third-party services.

Your interactions with third-party providers are governed by their respective terms and policies.

VMENTORZ shall not be liable for any losses or damages arising from third-party services beyond its reasonable control.

13. Suspension & Termination

VMENTORZ reserves the right to suspend, restrict, or terminate your access to the Platform at its sole discretion where:

- You violate these Terms;
- You engage in abusive, unlawful, or harmful conduct;
- You attempt to circumvent Platform policies;
- Your conduct poses a risk to Mentors, other users, or the integrity of the Platform.

Suspension or termination may occur without prior notice where user safety or Platform security is at risk.

Upon termination:

- Your access to services may be revoked;
- Wallet balances shall be handled in accordance with applicable policies;
- Clauses relating to liability, indemnity, dispute resolution, and other surviving obligations shall remain in effect.

14. Amendments

VMENTORZ reserves the right to modify or update these Terms from time to time to reflect:

- Changes in law or regulation;
- Platform enhancements;
- Commercial or operational adjustments.

Updated Terms shall be published on the Platform.

Continued use of the Platform after such publication constitutes acceptance of the revised Terms, to the extent permitted under applicable law.

15. Intellectual Property

All content, software, technology, design elements, branding, trademarks, logos, graphics, text, AI systems, algorithms, platform architecture, and other materials available on or through the Platform (collectively, "Platform Content") are the exclusive property of VMENTORZ or its licensors and are protected under applicable intellectual property laws.

Nothing in these Terms grants you ownership rights in the Platform Content.

You may not, without prior written consent from VMENTORZ:

- Copy, reproduce, distribute, modify, transmit, display, or create derivative works from Platform Content;
- Reverse engineer or attempt to extract source code;



- Use the Platform Content for commercial purposes outside permitted use.

Limited, revocable, non-exclusive access is granted solely for personal, lawful use of the Platform in accordance with these Terms.

16. Electronic Communications

By using the Platform, you consent to receive communications from VMENTORZ electronically, including:

- Account-related notifications;
- Transaction confirmations;
- Policy updates;
- Service announcements;
- Legal notices.

You agree that all agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement that such communications be in writing.

It is your responsibility to maintain accurate contact information and ensure that communications from VMENTORZ are not blocked or filtered.

17. Force Majeure

VMENTORZ shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including but not limited to:

- Natural disasters;
- Government actions or regulatory changes;
- Power failures or internet disruptions;
- Pandemic or public health emergencies;
- Cyberattacks or security incidents beyond reasonable safeguards;
- Acts of war, terrorism, or civil disturbance.

In such circumstances, obligations shall be suspended for the duration of the force majeure event.

18. Dispute Resolution

18.1 Good Faith Resolution

In the event of any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Platform, the parties shall first attempt to resolve the matter amicably through good faith discussions.

You agree to notify VMENTORZ in writing of any dispute and allow a minimum period of thirty (30) days for resolution before initiating formal proceedings.

18.2 Mandatory Pre-Litigation Mediation

If the dispute is not resolved through good faith discussions within thirty (30) days, the parties agree to attempt resolution through mediation in accordance with applicable Indian laws.

Mediation shall take place in Pune, Maharashtra, unless otherwise mutually agreed in writing.

The costs of mediation shall be shared equally unless otherwise agreed or determined during mediation.

18.3 Binding Arbitration



If mediation does not resolve the dispute, the dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time).

- The seat and venue of arbitration shall be Pune, Maharashtra, India.
- The arbitration shall be conducted by a sole arbitrator mutually appointed by the parties.
- If the parties fail to mutually appoint an arbitrator within thirty (30) days, the arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996.
- The language of arbitration shall be English.
- The arbitral award shall be final and binding on the parties.

19. Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of India.

Subject to the arbitration provisions above, the courts located in Pune, Maharashtra, India shall have exclusive jurisdiction over any matters requiring judicial intervention, interim relief, or enforcement of arbitral awards.

20. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be deemed severed from these Terms to the extent of such invalidity or unenforceability.

The remaining provisions shall continue in full force and effect and shall not be affected, impaired, or invalidated.

Where possible, any invalid or unenforceable provision shall be interpreted in a manner that most closely reflects the original intent of the parties while remaining legally enforceable.

21. Entire Agreement

These Terms, together with the Privacy Policy and any other policies or documents expressly referenced herein, constitute the entire agreement between you and VMENTORZ regarding your use of the Platform.

They supersede all prior or contemporaneous communications, representations, understandings, or agreements, whether oral or written, relating to the subject matter herein.

No waiver of any provision of these Terms shall be deemed a further or continuing waiver unless expressly made in writing.

22. Version History

Version	Effective Date	Summary of Changes	Approved by
1.0	January 29, 2026	Initial published version of the Terms of Service	VMENTORZ Board / Management