



| TERMS OF SERVICE

1. Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User") and Manasya ("Company", "we", "us", or "our"), governing your access to and use of the Manasya mental health platform, including the website, mobile application, counselling services, journaling tools, and all related features (the "Platform").

By creating an account, accessing, or using the Platform, you confirm that: (a) you have read and understood these Terms; (b) you agree to be bound by them; and (c) if you are a Minor (under 18 years), you confirm that a parent or guardian has reviewed and consented to these Terms on your behalf.

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

2. Nature of the Service

2.1 What Manasya Provides

Manasya is an online mental health platform that:

- Connects students with licensed mental health counsellors for affordable, online counselling sessions
- Provides a private, secure digital journaling space for students to express thoughts and emotions
- Offers a safe, moderated community space for peer support
- Provides mental health resources, self-help tools, and psychoeducational content

2.2 What Manasya Does NOT Provide

Manasya is NOT a medical service and does not provide:

- Psychiatric diagnosis, treatment, or prescription of medication
- Emergency mental health crisis intervention services
- In-person therapy or physical health services
- A substitute for professional medical or psychiatric care for serious conditions

IMPORTANT: If you are experiencing a psychiatric emergency, suicidal crisis, or immediate danger, please contact iCall (9152987821), Vandrevalla Foundation (1860-2662-345), or your nearest hospital emergency department immediately. Do not rely on Manasya for emergency support.

3. Eligibility

To use the Platform, you must:

- Be at least 13 years of age
- Be a student currently enrolled in a school, college, or university in India
- Reside in India or be an Indian student studying abroad
- Have the legal capacity to enter into a binding agreement (or have parental/guardian consent if under 18)
- Agree to and comply with these Terms

Manasya reserves the right to verify eligibility and to terminate or suspend accounts that do not meet these criteria.

4. Account Registration and Security

When creating an account, you agree to:

- Provide accurate and complete information as required during registration (noting that real name is not mandatory)
- Maintain the confidentiality of your account credentials
- Not share your account or allow others to use it
- Notify us immediately at support@manasya.in of any unauthorised access to your account

You are solely responsible for all activity that occurs under your account. Manasya is not liable for any loss or damage arising from your failure to maintain account security.

5. Counselling Services

5.1 Counsellor Standards

All counsellors on the Manasya platform are verified professionals who hold recognised qualifications in psychology, counselling, or mental health from accredited Indian institutions. They are required to adhere to the Rehabilitation Council of India (RCI) standards and the ethical guidelines of their respective professional bodies.

5.2 Session Conduct

By booking and attending a counselling session, you agree that:

- Sessions are conducted for your personal wellbeing and are not for academic, legal, or third-party purposes
- You will engage respectfully and honestly with your counsellor
- You will not record sessions without explicit written consent from the counsellor
- Session notes may be retained by your counsellor for professional continuity purposes

5.3 Counsellor-Client Relationship

The counselling relationship on Manasya is a professional one. It does not create a personal relationship between you and the counsellor outside the Platform. Counsellors are independent professionals; their opinions and advice are their own professional judgements and do not represent the views of Manasya.

5.4 Confidentiality Exceptions

While counsellors maintain strict confidentiality, please be aware of the following legally mandated exceptions where disclosure may occur:

- Imminent risk of harm to yourself or others
- Disclosure of ongoing abuse of a child or vulnerable person
- Court order or lawful government authority request

Counsellors will, wherever possible, inform you before making any such disclosure.

6. Journaling and User Content

6.1 Your Content

Journal entries and other content you create on the Platform ("User Content") are yours. You retain full ownership of your User Content. You grant Manasya a limited, non-exclusive, royalty-free licence to store, display, and process your User Content solely for the purpose of providing you the service.

6.2 Content Moderation

Manasya does not routinely read or moderate your private journal entries. However, automated systems may flag content that suggests immediate self-harm risk, in which case a welfare check process may be initiated. Any such process will be handled sensitively and in accordance with our Safety Protocol.

6.3 Prohibited Content

You agree not to create or share content that:

- Is unlawful under any applicable Indian law, including the IT Act, 2000 and the Indian Penal Code
- Contains hate speech, harassment, or discrimination based on religion, caste, gender, sexual orientation, disability, or any other protected characteristic
- Promotes self-harm, suicide methods, or encourages others to harm themselves
- Is sexually explicit, obscene, or involves minors
- Constitutes defamation, false information, or impersonation
- Infringes third-party intellectual property rights

7. Fees and Payments

Manasya aims to provide mental health support at affordable rates. Where fees apply to counselling sessions:

- Fee schedules will be clearly displayed before you book a session
- Payments are processed through our authorised payment gateway partners in Indian Rupees (INR)
- Cancellation and refund policies will be presented at the time of booking
- Manasya may offer subsidised or free sessions for eligible students; terms for such schemes will be published separately

All payments are subject to applicable taxes under Indian law, including Goods and Services Tax (GST) where applicable.

8. Intellectual Property

All content on the Platform not created by users, including but not limited to the Manasya name, logo, design, software, website layout, resources, and psychoeducational materials, is the intellectual property of Manasya and is protected under the Copyright Act, 1957 and the Trade Marks Act, 1999 of India.

You may not copy, reproduce, distribute, or create derivative works from any Manasya intellectual property without our prior written consent.

9. Prohibited Activities

You agree not to:

- Use the Platform for any unlawful, harmful, or fraudulent purpose
- Attempt to gain unauthorised access to any part of the Platform or another user's account
- Reverse engineer, decompile, or extract source code from the Platform software
- Use automated tools, bots, or scrapers to access the Platform
- Interfere with the security, integrity, or performance of the Platform
- Impersonate another person or create multiple accounts to circumvent suspension
- Solicit or collect personal information from other users
- Use the Platform to advertise, solicit, or conduct commercial activities not authorised by Manasya

10. Disclaimer of Warranties

The Platform is provided on an "as is" and "as available" basis, to the maximum extent permitted by applicable Indian law. Manasya makes no representations or warranties, express or implied, including but not limited to:

- The accuracy, completeness, or suitability of any content on the Platform
- Uninterrupted, error-free, or secure access to the Platform
- The outcomes of any counselling sessions or use of Platform features

Mental health outcomes depend on many individual factors. Manasya does not guarantee any specific therapeutic result from use of the Platform.

11. Limitation of Liability

To the maximum extent permitted by Indian law, Manasya, its directors, employees, and counsellors shall not be liable for:

- Indirect, incidental, special, or consequential damages arising from your use of the Platform
- Loss of data, income, or goodwill

- Any harm arising from a counsellor's professional advice, which is governed by the counsellor's own professional liability

Where liability cannot be excluded by law, our total aggregate liability to you shall not exceed the fees paid by you to Manasya in the 3 months preceding the event giving rise to the claim.

12. Indemnification

You agree to indemnify and hold harmless Manasya, its officers, employees, and partners from any claims, damages, liabilities, or expenses (including reasonable legal fees) arising from: (a) your use of the Platform; (b) your violation of these Terms; (c) your User Content; or (d) your violation of any applicable Indian law.

13. Account Suspension and Termination

13.1 Termination by You

You may delete your account at any time from the account settings. Upon deletion, your personal data will be handled in accordance with our Privacy Policy retention schedule.

13.2 Termination by Manasya

Manasya may suspend or terminate your account immediately and without prior notice if you:

- Violate these Terms or our Community Guidelines
- Provide false information during registration
- Engage in abusive, threatening, or harassing conduct towards counsellors or other users
- Are reasonably suspected of illegal activity

We may, at our discretion, provide notice and an opportunity to remedy the issue before termination, except in cases of serious breach.

14. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the Republic of India. Any disputes arising out of or in connection with these Terms shall be subject to the following process:

Step 1 - Internal Resolution: Contact us at legal@manasya.in. We will endeavour to resolve the dispute within 30 days.

Step 2 - Mediation: If unresolved, the parties agree to attempt mediation in good faith before initiating formal proceedings.

Step 3 - Arbitration: Unresolved disputes shall be referred to binding arbitration under the Arbitration and Conciliation Act, 1996, with a sole arbitrator appointed by mutual consent. The seat of arbitration shall be Bengaluru, Karnataka, India. The language of arbitration shall be English.

Step 4 - Courts: For matters not subject to arbitration, the courts of Bengaluru, Karnataka, India shall have exclusive jurisdiction.

15. Grievance Redressal

In accordance with the IT Act, 2000 and the Consumer Protection (E-Commerce) Rules, 2020, any grievance regarding the Platform or these Terms may be directed to:

Grievance Officer, Manasya

Email: grievance@manasya.in

Registered Address: [To be updated upon incorporation]

Response Time: Acknowledgement within 24 hours; resolution within 30 days

16. Modifications to Terms

Manasya reserves the right to update or modify these Terms at any time. We will notify users of material changes via email or in-app notification at least 15 days before the changes take effect. Continued use of the Platform after the effective date of updated Terms constitutes acceptance.

17. Severability and Waiver

If any provision of these Terms is found to be unenforceable by a competent court, the remaining provisions shall continue in full force and effect. Failure by Manasya to enforce any right under these Terms shall not constitute a waiver of that right.

18. Entire Agreement

These Terms, together with the Privacy Policy and any other policies incorporated by reference, constitute the entire agreement between you and Manasya with respect to the Platform and supersede all prior understandings or agreements.

By using the Manasya Platform, you acknowledge that you have read, understood, and agreed to both the Privacy Policy and these Terms of Service.