



Terms and Conditions of Service

1. Contractual relationship: These Terms constitute a binding agreement between the Customer and Silvalet Services LLP. By signing below or by requesting, booking or accepting any services, the Customer agrees to be bound by these Terms, effective on the date of signature or on commencement of services, whichever is earlier. The person requesting or accepting services must be at least 18 years of age and have the legal capacity to enter into this Agreement; if acting on behalf of another person, the Customers represent and warrant they are authorised to act for that person.

2. Scope of Services: Silvalet Services LLP (“Silvalet”) provides elderly care assistance services to the Customer. The Services are, unless expressly designated otherwise at the time of booking are non-medical in nature and may include bystander support, companionship, supervision, assistance with mobility, accompaniment to appointments, errands, light household tasks, home assistance and other lawful non-clinical support as agreed with the Customer. Medical Services , including diagnosis, clinical treatment, nursing, prescription, administration of injections, invasive procedures, or other activities requiring professional medical licensure will be provided through Silvalet only where the Service Provider is a duly licensed and registered healthcare professional under Applicable Law and has been verified and authorised by Silvalet for the relevant Booking. Until such verification and authorisation are completed, no Service Provider shall perform, advertise, represent or hold themselves out as able to perform Medical Services via the Platform.

3. Service Providers: The individuals engaged to provide the Services (hereinafter referred to as “Service Providers or service partners”) are independent contractors retained by Silvalet and shall not be construed as employees, agents, or representatives of Silvalet. Each Service Provider (service partner) shall be solely responsible for their acts, omissions, and compliance with all applicable laws and regulations. The Customer expressly acknowledges and agrees that Silvalet shall not be held liable for any acts, omissions, or negligence on the part of such independent Service Providers (service partner), except to the extent of any obligations or representations expressly undertaken by Silvalet under this Agreement.

4. Service Limitations: The Customer agrees that services are provided based on the information and instructions given by the Customer. Silvalet will make reasonable efforts to supply care workers as scheduled, but does not guarantee uninterrupted error-free service. The Customer must advise Silvalet of any special requirements or hazards in advance. Silvalet is not

responsible for any delays, interruptions, or inability to provide services due to factors beyond its control (such as provider illness, accidents, emergencies, severe weather, or other events of force majeure). Silvalet will not engage in any unlawful activities.

5. Customer Conduct: The Customer shall not solicit, hire, contract with, or otherwise engage any Service Provider introduced by Silvalet Services LLP directly without Silvalet's prior written consent, and shall not require, request or permit any Service Provider to perform tasks or services that were not expressly agreed in writing as part of the Service arrangement. Any direct or off-agreement engagement, and any services performed outside the agreed scope, shall be undertaken solely between the Customer and the Service Provider at their sole risk and expense; Silvalet will have no liability for payment disputes, performance issues, misconduct, injury or other loss arising from such arrangements. The Customer agrees to indemnify, defend and reimburse Silvalet for any fees, commissions, losses or reasonable costs (including legal costs) incurred as a result of deliberate circumvention or unagreed services, except to the extent a final judicial or arbitral determination establishes such liability arises directly from Silvalet's proven gross negligence or wilful misconduct.

6. Payment Terms: The Customer shall pay for Services at the rates agreed between the parties at the time services are arranged. Payment may be made either (a) in advance (prepaid) or (b) immediately upon completion of the service (post- service). For payments, acceptable methods include cash, UPI Payments , or bank transfer made to Silvalet Services LLP. Any required pre payments must be made in the amounts and at the times specified. Fees may include any applicable taxes or surcharges (such as GST or service tax).

7. Cancellation and Refund Policy: Customers may cancel a Booking without charge at any time before a Service Provider accepts it. If you cancel after a Service Provider has accepted the Booking, cancellation fees (if any) and any refund eligibility will be governed by the Silvalet cancellation policy in effect at the time of booking .If a Service Provider cancels or fails to perform a scheduled service, Silvalet will promptly notify you and, subject to availability and Silvalet's policies, will assist in rebooking with another qualified Service Provider or processing a refund or account credit, as appropriate. Cancellations after a Service Provider has begun to render services may incur a penalty fee under our policy.

8. Confidentiality and Data Privacy: Silvalet and its Service Providers (service partners) will keep confidential all personal and sensitive information received from the Customer or learned in connection with providing services. This includes health information and any other private data about the Customer or their household. Such information will not be disclosed to third parties without the Customer's consent, except as required by law. The Customer authorizes Silvalet to use their personal data (such as name, address, contact information, and health details) for the purpose of delivering services and communicating with the Customer.

9. Limitation of Liability: To the maximum extent permitted by applicable law, Silvalet's total

liability arising from or related to this Agreement or the services provided shall not exceed the fees paid by the Customer to Silvalet for the specific service giving rise to the claim. In no event shall Silvalet, its officers, service providers or its agents be liable for any indirect, incidental, consequential, special, or punitive damages (including lost profits or savings) even if advised of the possibility of such damages, except to the extent resulting from Silvalet's own gross negligence or wilful misconduct.

10. Indemnification: The Customer agrees to indemnify, defend, and hold harmless Silvalet Services LLP and its affiliates, officers, service providers employees, and agents from and against any claims, losses, damages, liabilities, costs, and expenses arising out of or related to: (a) the Customer's or their family's negligence, wilful misconduct, or breach of this Agreement; (b) injury to any person or damage to property caused by the acts or omissions of the Customer or someone in the Customer's household; or (c) any use of the services in violation of this Agreement. This indemnity obligation will survive termination of this Agreement.

11. Dispute Resolution: These Terms shall be governed by and construed in accordance with the laws of India. Any dispute, controversy or claim arising out of or in connection with these Terms or the Services (a "Dispute") shall first be referred to mediation in India by written notice from one party to the other. If the Dispute is not settled within sixty (60) days of the mediation request, the Dispute shall be finally resolved by arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in English by a sole arbitrator appointed in accordance with the Act and the arbitral award shall be final, binding and enforceable in any court of competent jurisdiction. The parties shall keep mediation and arbitration proceedings confidential, except as required by law or for enforcement. Either party may seek interim or injunctive relief from any court of competent jurisdiction pending appointment of the arbitrator or the arbitral award. Unless the arbitrator directs otherwise, each party shall bear its own costs and legal fees.

12. Miscellaneous. This Agreement constitutes the entire understanding between Silvalet and the Customer regarding the services and supersedes all prior agreements or discussions. No modification of this Agreement will be valid unless in writing and signed by both parties. If any provision of this Agreement is found to be invalid or unenforceable, that provision will be enforced to the maximum extent permitted by law, and the remaining provisions will remain in full force and effect. The failure of either party to enforce any provision under this Agreement shall not be deemed a waiver of such provision. Headings are for reference only and do not affect interpretation.

I, hereby declare that I have carefully read, understood, and agree to be bound by the above Terms and Conditions. By availing any of the services offered on the Platform, I acknowledge and accept these terms, and such acceptance shall constitute a valid and binding agreement, deemed equivalent to my original signature for all legal purposes.

