

ASTROMEES.COM - TERMS AND CONDITIONS FOR ASTROLOGERS

Effective Date: July 22, 2025

Agreement between:

1. **Daddysdata Analytica AI Pvt Ltd**, a company incorporated under the Companies Act, 2013, with its registered office in Jaipur, Rajasthan, India, (hereinafter referred to as “the Company”, “We”, “Us”, “Our”, or “Astromee”), which owns and operates the website <https://astromee.com> (the “Platform”).

AND

2. **You**, the individual astrologer, providing astrological consultation services (hereinafter referred to as “the Astrologer”, “You”, “Your”).

This document constitutes a legally binding agreement. By completing the registration process and clicking “I Agree,” you signify your unconditional acceptance of these Terms and Conditions (the “Terms”).

1. DEFINITIONS

- **Platform:** Refers to the website astromee.com and any associated mobile applications, tools, or services operated by the Company.
- **User:** Refers to any registered individual who seeks astrological consultation from Astrologers on the Platform.
- **Services:** Refers to the astrological consultations, predictions, advice, and any other related services provided by the Astrologer to the Users via the Platform.
- **Gross Revenue:** Refers to the total amount of money charged to and collected from a User by company for a specific consultation session with you before any deductions.
- **Astrologer's Earnings:** Refers to your share of the Gross Revenue as detailed in Section 5.
- **Payout:** The final amount transferred to your bank account after all applicable deductions (including TDS).
- **TDS:** Tax Deducted at Source, as per the provisions of the Income Tax Act, 1961, of India.

2. ELIGIBILITY AND ONBOARDING

2.1. Eligibility: To register as an Astrologer on the Platform, you must:

* Be at least 18 years of age.

* Possess genuine and verifiable knowledge and experience in astrology or related disciplines (e.g., Numerology, Vastu, Tarot Card Reading).

* Be legally eligible to enter into a binding contract in India.

2.2. Verification Process: You agree to provide accurate and complete information during the registration and verification process, which may include:

* Government-issued Photo ID (Aadhaar Card, Passport, etc.).

* Permanent Account Number (PAN) Card (mandatory for all Indian residents).

* Proof of Address.

* Certifications or proof of your astrological expertise.

* Bank account details for Payouts.

2.3. **Approval:** The Company reserves the sole right to approve or reject any application at its discretion without assigning any reason. Our decision shall be final and binding.

3. ASTROLOGER'S OBLIGATIONS AND CODE OF CONDUCT

3.1. **Professionalism:** You shall provide Services in a professional, ethical, and timely manner. You must treat all Users with respect, courtesy, and empathy.

3.2. **Authenticity:** All predictions and advice must be based on your genuine knowledge and interpretation. You shall not mislead or make false promises to Users.

3.3. **Confidentiality:** You shall maintain strict confidentiality of all User information, including but not limited to their name, birth details, personal problems, and the content of your consultations. You are prohibited from sharing, publishing, or using this information for any purpose outside of the consultation on the Platform.

3.4. Prohibited Conduct: You shall NOT:

* Guarantee the accuracy of any prediction or the outcome of any event.

* Suggest or demand remedies that involve exorbitant costs, harm to any person or animal, or illegal activities.

* Provide advice in non-expertise areas, specifically medical, legal, or financial investment advice. You must advise Users to consult a qualified professional (doctor, lawyer, financial advisor) for such matters.

* Share personal contact information (phone number, email, social media profiles) or attempt to solicit Users for private, off-platform consultations. All communication and transactions must occur exclusively through the Astromee Platform.

* Use abusive, hateful, or discriminatory language.

* Engage in any fraudulent activity, including creating fake profiles or manipulating the rating system.

3.5. **System Integrity:** You agree not to interfere with the proper working of the Platform, bypass any security measures, or introduce any viruses or malicious code.

4. COMPANY'S ROLE AND OBLIGATIONS

4.1. Platform Provision: The Company will provide and maintain the Platform to facilitate consultations between you and the Users.

4.2. Marketing: The Company may, at its discretion, promote the Platform and the profiles of its listed Astrologers.

4.3. Payment Processing: The Company shall be responsible for processing all payments from Users for the Services.

4.4. Support: The Company will provide reasonable technical and administrative support to you.

5. FINANCIAL TERMS

5.1. Revenue Share:

* The Astrologer shall be entitled to seventy-five percent (75%) of the Gross Revenue generated from your consultations after deduction of GST.

* The Company shall retain twenty-five percent (25%) of the Gross Revenue as its commission and platform fee.

5.2. Referral Program:

* If you ("Referring Astrologer") refer a new astrologer who successfully onboards and starts providing services ("Referred Astrologer"), you are eligible for a referral bonus.

* The Referring Astrologer will receive a bonus equivalent to five percent (5%) of the Gross Revenue generated by the Referred Astrologer.

* This referral bonus shall be paid from the Company's 25% share and will NOT be deducted from the Referred Astrologer's earnings.

* The referral bonus is payable for as long as both the Referring and Referred Astrologers remain active on the Platform. The Company reserves the right to modify or terminate this referral program with 30 days' notice.

5.3. Payout Schedule:

* Payouts will be processed on a monthly basis.

* The Payout for a given calendar month will be calculated and transferred to your designated bank account within 15 working days of the following month.

5.4. Taxation and TDS:

* You are an independent contractor and are solely responsible for your own tax liabilities on the income you earn.

* In accordance with the Income Tax Act, 1961 of India, the Company will deduct Tax at Source (TDS) at a rate of ten percent (10%) on your monthly Astrologer's Earnings if your Gross Revenue for that calendar month exceeds Indian Rupees Thirty Thousand (₹30,000).

* The TDS will be calculated on your 75% share. For example, if your Gross Revenue in a month is ₹40,000, your share is ₹30,000. Since the Gross Revenue exceeds the threshold, TDS will be deducted on your share.

* The Company will provide a TDS certificate (Form 16A) for the deductions made, which you can use to claim credit when filing your income tax returns.

* It is mandatory to have a valid PAN card linked to your profile for us to process your Payouts and manage TDS correctly.

6. INTELLECTUAL PROPERTY

6.1. Company's IP: The Company retains all rights, title, and interest in and to the Platform, including its logos, design, software, and trademarks.

6.2. Astrologer's IP: You retain ownership of your personal brand and pre-existing knowledge.

6.3. License to Company: You grant the Company a non-exclusive, worldwide, royalty-free license to use your name, photograph, biography, and any content you provide for your profile for the purpose of marketing and promoting you and the Platform.

7. TERM AND TERMINATION

7.1. Term: This Agreement commences on the date of your acceptance and continues until terminated.

7.2. Termination by You: You may terminate this agreement at any time by providing 30 days' written notice to the Company.

7.3. Termination by Company: The Company may terminate this Agreement or suspend your account immediately and without notice if you:

* Breach any of these Terms.

* Engage in fraudulent, illegal, or unethical activities.

* Receive consistently poor ratings or complaints from Users.

* Become ineligible to provide services.

7.4. Effect of Termination: Upon termination, your profile will be deactivated. The Company will process your final Payout for the services rendered up to the termination date, in the next payment cycle, subject to any necessary deductions. Clauses on Confidentiality, Intellectual Property, Indemnification, and Dispute Resolution shall survive termination.

8. DISCLAIMER AND LIMITATION OF LIABILITY

8.1. For Entertainment Purposes: You acknowledge that astrology is not an exact science and all Services are provided for guidance and entertainment purposes only. You must communicate this principle to Users where appropriate.

8.2. No Liability: The Company is a technology platform that connects Users with Astrologers. We are not liable for the content, accuracy, or quality of the advice provided by you. Any dispute between you and a User is solely between you and the User.

8.3. Limitation of Liability: Astrologer will not make company liable for any damages occurred due to this agreement.

9. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Daddysdata Analytica AI Pvt Ltd, its directors, employees, and affiliates from and against any and all claims, damages, liabilities, costs, and expenses (including legal fees) arising from:

- Your provision of Services to Users.
- Your breach of these Terms.
- Any claim of misrepresentation, negligence, or misconduct by you.
- Your violation of any law or the rights of a third party.

10. DISPUTE RESOLUTION, GOVERNING LAW, AND JURISDICTION

- 10.1. **Amicable Resolution:** In the event of any dispute, claim, controversy, or difference arising out of or relating to this Agreement, including any question regarding its existence, validity, or termination (a "Dispute"), the Parties shall first attempt to resolve the Dispute amicably through good faith negotiations for a period of thirty (30) days from the date a Party notifies the other of the Dispute.
- 10.2. **Arbitration:** a. If the Dispute is not resolved amicably within the aforementioned thirty (30) day period, it shall be referred to and finally resolved by binding arbitration. b. The arbitration shall be conducted in accordance with the provisions of the **Arbitration and Conciliation Act, 1996** of India, and any statutory amendments thereto. c. The arbitration shall be conducted by a **sole arbitrator** mutually appointed by both Parties. If the Parties are unable to agree on an arbitrator within thirty (30) days from the date of the request for arbitration, the arbitrator shall be appointed by a court of competent jurisdiction in Jaipur in accordance with the Act. d. The **seat and venue** of the arbitration shall be **Jaipur, Rajasthan, India**. e. The **language** of the arbitration proceedings and the arbitral award shall be **English**. f. The award rendered by the arbitrator shall be final, conclusive, and binding on both Parties.
- 10.3. **Costs of Arbitration:** The costs of the arbitration, including the arbitrator's fees and administrative expenses, shall be borne by the Parties in such manner as the arbitrator may determine in the award.
- 10.4. **Governing Law:** This Agreement and the rights and obligations of the Parties hereunder shall be governed by and construed in accordance with the laws of India.
- 10.5. **Jurisdiction:** Subject to the arbitration clause above, the courts in **Jaipur, Rajasthan, India** shall have exclusive jurisdiction to grant interim relief and to enforce any arbitral award.

11. MISCELLANEOUS

11.1. Modification: The Company reserves the right to modify these Terms at any time. We will notify you of any significant changes via email or a notification on the Platform. Your continued use of the Platform after such changes constitutes your acceptance of the new Terms.

11.2. Relationship: Your relationship with the Company is that of an independent contractor. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship.

11.3. Entire Agreement: These Terms constitute the entire agreement between you and the Company and supersede all prior communications and agreements.

ACCEPTANCE OF TERMS

By creating an account and providing services on the Astromee Platform, you acknowledge that you have read, understood, and agree to be bound by all the terms and conditions outlined in this document.