

TERMS AND CONDITIONS AND PRIVACY POLICY FOR FIENDISH® SOLUTIONS

TERMS AND CONDITIONS

These terms and conditions govern the use of the website and the services provided by Fiendish® Solutions Private Limited. These terms are binding on everyone using the website or rendering services from “Fiendish® Solutions Private Limited”.

The site www.fiendishsolutions.com and brand name “Fiendish® Solutions” are owned, operated and maintained by Fiendish® Solutions Private Limited (FSPL). For clarity, www.fiendishtherapy.com (Fiendish® Therapy) is also owned and operated by Fiendish® Solutions Private Limited (“FSPL”) and functions exclusively as the company’s clinical psychology appointment-booking and informational website, compliant with RCI regulations.

As soon as you contact us for rendering our services through the contact details available on the website, you acknowledge that you have read these terms and conditions and agree to be bound by them. If you do not agree to any terms and conditions you must refrain from using the site.

If you overlook the terms and conditions of the website and continue using it, implies that you have accepted the terms and conditions.

A. DEFINITIONS

- ‘**Creating an account**’ shall mean the method by which you can access and obtain the Services listed on the Site. It is clarified that you do not need to create an account to simply browse or read the content displayed and available on the site. Account functionality may be enabled in future for service access or payment processing.
- ‘**Content**’ means any content and any information relating to any Services listed on the site and any other content or information made available on this site from time to time;
- ‘**Client**’ refers to any natural person who has availed the services as listed on the Site.
- ‘**Client Data**’ shall include your details including but not limited to your name, age, telephone number, email ID, address, etc. provided by you at the time of creating an account on the Site.
- ‘**Privacy Policy**’ refers to the internal statement of www.fiendishsolutions.com that governs our practices of handling personal information of User(s) and Client(s). This includes compliance with applicable Indian data protection laws, including the Digital Personal Data Protection Act, 2023 (“DPDP Act”), as and when enforceable.
- ‘**Services**’ refers to the writing and editing service, content marketing service, training and consulting service, digital marketing etc. More can be accessed by clicking our Services page/button/section. Services may expand or change in future; any updates will be reflected on the Site.
- ‘**Writing**’ refers to the creation of new content. The categories we create content for include but are not limited to blogs, web copy, and marketing collateral.

- ‘**Editing**’ refers to proofreading, correcting, checking, rephrasing and improving the content already written by you. We do not change the intention of the content but only improve its quality.
- ‘**Marketing**’ refers to creating and distributing meaningful, relevant and consistent content that attracts the audience base defined by you. Marketing includes but is not limited to an active presence on social media, engaging the target audience and promotion through the content.
- ‘**Training**’ refers to the training of English language and various other trainings that we provide from time to time. This may include additional non-clinical training programmes introduced by FSPL in the future.
- ‘**Consulting**’ refers to provision of assistance through in-house procedures to help our clients in protecting their intellectual Property Rights.
- ‘**Terms**’ refers to the terms of use of the website;
- ‘**We**’ ‘**our**’ and ‘**us**’ or refers to Fiendish® Solutions Private Limited, a company registered under the Companies Act 2013 whose Corporate Identification Number (CIN) is U74900KA2014PTC077961, and whose registered address is 64, CK Palya Road, Hommdevanahalli, Bangalore - 560083; and
- ‘**You/User/Individual/Person**’ and all its other form of grammatical variations shall refer to any natural person visiting and scrolling the Site. For the purpose of understanding this section “Natural person” means a person who has its own legal identity and personality i.e., an individual human being.

For clarity: www.fiendishtherapy.com is the psychotherapy appointment-booking and educational website of Fiendish® Solutions Private Limited, operated in compliance with RCI norms. It is distinct from www.fiendishsolutions.com.

B. CHANGES AND UPDATES

We reserve the right to change and update these terms and conditions, from time to time, with or without any prior notice to you, by publishing the same on the website at any time. Such changes and updates depend on our sole discretion.

The content on the website is general information about the company and the services offered.

C. WEBSITE

The website provides information about the company and its services. It also functions as a central hub for linking to FSPL’s other digital presences, including www.fiendishtherapy.com. No transactions currently take place on the website, but the website may facilitate payment processing or client account functionality in future; until such activation, the website remains informational and contact-based only.

The contact details are provided on the website and no actual conversation or interaction will happen on the website.

The price and payment details are available on the website but it is only for the reference. It is subject to change according to the service(s) rendered. Pricing, if displayed, shall be indicative and non-binding until formally quoted.

D. ALTERATION OF SERVICES

If we find that you are not adhering to these terms and conditions, we reserve the right to discontinue, suspend, restrict, cancel or terminate the use of all or any part of the services rendered at any time.

E. PRIVACY AND DATA PROTECTION

Please read our Privacy Policy to understand what information we collect about you and how the said information is used by us.

We further advise you to read carefully our cookie policy (attach link to the same).

We confirm that when processing data on your behalf we will comply with the laws of India, including the Digital Personal Data Protection Act, 2023, to the extent applicable.

F. ABOUT US

www.fiendishsolutions.com is a platform which primarily provides services pertaining to creating, marketing and distributing high quality and professional content. The content can be a blog post, video material, web copy and marketing collateral to name a few. It is clarified that the content is curated and tailored as per the needs of our client(s).

We create content as per the intention and audience communicated by you. We do not alter your demands according to our perceptions.

The strategies, targets, business models, business policies, etc remain confidential between the interested party and Fiendish® Solutions.

Fiendish® Solutions also assists you in protecting your intellectual Property Rights with the help of our robust in-house policies. We do not publish or share the details of such assistance. All the information remains with us and we exercise total control over it.

While we hope the services are helpful to you, you understand and agree that the end result of the services may not always be as expected by you or by us.

NOTE: www.fiendishtherapy.com is owned by Fiendish® Solutions Private Limited and functions solely as its psychotherapy appointment-booking and educational information website, operated in compliance with Rehabilitation Council of India (RCI) guidelines.

G. RESTRICTIONS ON USE

You may use this Site for purposes expressly permitted by this site. As a condition of your use of this Site, you warrant to us that you will not use the Site for any purpose that is unlawful or prohibited by these terms.

H. OBLIGATION OF A USER

You agree:

- not to use this website for any unlawful purpose or in any way which is unlawful;
- not to obtain or attempt to obtain any materials, content, or information through any means not intentionally made available or provided for through the website.
- not to use the Site in any manner which could disable, overburden, damage, or impair the Site or interfere with any other party's use and enjoyment of the Site.
- not to use this Site in any way which infringes any patent, trade mark, copyright, trade secret, database right, other intellectual property right, right of confidence or other right of any other person or which breaks any law or breaches any contract. Additionally, you or any person authorized by you shall not co-brand this Site, frame this Site, and download any content from this Site without the express prior written permission of an authorized representative of Fiendish® Solutions Private Limited.

(Explanation: For purposes of these Terms, co-branding means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this site or content accessible within this site.)

- not to create any content or post any material to this Site or provide any information which:
 - is false, misleading or inaccurate,
 - is fraudulent or criminal,
 - is obscene, offensive, defamatory or unlawful in any other way,
 - causes annoyance, inconvenience or anxiety,
 - is a political campaign, commercial solicitation, a chain letter, mass mailing or any form of "spam", junk mail or advertising which has not been authorised by us in writing,
 - is likely to interrupt, damage or impair in any way any access to this Site,
 - results in the introduction of any software virus, trojan, worm, logic bomb or other material which is malicious or technologically harmful interfering with, damaging or destroying the proper function of this website or corrupting or destroying any content or other information of software code.
- not to use this Site to imitate any individual or a person;
- not to access or attempt to access this Site by any means except through the interface which is provided by us, unless you have been specifically allowed to do so in a separate agreement with us;
- not to access or attempt to access this Site through any automated means including use of scripts or web crawlers and agree not to run any form of spam or auto-responder on this website.

You represent and confirm that you are of legal age to enter into a binding contract and you are not a person barred from using the site and/or receiving the services under the laws of India or other applicable law.

For the purpose of understanding this portion, it is clarified that the site is not intended for users under 18 years of age. If you are under 18 years of age, do not use the site and do not provide us with any personal information. In case you have inadvertently provided us with your personal information, we reserve the right to delete the said information.

To avail a service on the site you should have and must continue to maintain at your sole cost:

- (1) all the necessary equipment necessary in order to access the site;
- (2) own access to the World Wide Web.

You shall be responsible for accessing the contents and services on the site and that access may involve internet service provider charges which are to be exclusively borne by you. Under any circumstances we shall not provide you the charges as stated herein.

You also understand that the site may include certain communications as service announcements and administrative messages. You acknowledge that the content is protected by intellectual property rights, including copyright. You may not copy, modify, rent, lease, loan, sell, distribute or create derivative works based on any content which does not originate from you (either in whole or in part) unless you have permission to do so from the owner of the intellectual property rights in that content.

Additionally, you are solely responsible for ensuring that everyone who accesses this site through your password or account is aware of the Terms and complies with the Terms. You shall also be responsible for providing and configuring your information systems and devices in order to access and use this website, including for implementing anti-virus protection and firewalls.

You agree to cooperate with us to prevent or remedy any unauthorized use.

NOTE that we reserve the right to report any breach of the Terms to any relevant law enforcement authority and further reserve the right to disclose your identity to that authority.

I. CREATING AN ACCOUNT

Account creation may be introduced in the future. If introduced, account creation will be required to access certain services.

In order to create an account, you will have to enter certain details such as your name, age and email address etc. Upon entering the details mentioned herein, the user account will be created and user will be registered on the site. Upon creating an account, you will be able to access and obtain the services listed on the site. You understand that in order to use any service listed on the Site, creation of an account maybe compulsory in future.

Currently, you may connect with us by communicating through the contact details mentioned on the Site. This includes contacting us via contact@fiendishsolutions.com or +91-8826402788.

No services can be obtained without an account or by direct contact through communication using details provided on the site.

J. SERVICES

WRITING AND EDITING

We provide the following writing and editing services to you:

- Writing fresh blogs, web copy, and marketing collateral.
- Proofreading and/or editing previously written content provided by you.

- All the high-quality content provided by us will be original. You are responsible for providing all the necessary information required for an efficient blog, web copy, and marketing collateral, that we create as per your demand. We take no responsibility for an unsuccessful blog, web copy or marketing collateral if it happens because of inadequate information given by you. You are responsible to provide all the information for writing the content, we are not responsible to extract, organize, obtain or aggregate content on your behalf. If you are rendering service for proofreading of pre-written content, you are responsible to gain required permission, approvals and license for the use of such content.

We take no responsibility for any intellectual property infringement caused by you, nor do we obtain any permission, approval or license on your behalf. You are solely responsible for the accuracy and truthfulness of the content provided for proofreading. You, hereby, provide us with the non-exclusive and non-transferable right to change and modify the content in the process of proofreading as per the need, to make the provided content more efficient solely in connection with our performance of the service.

CONTENT MARKETING

We provide the following social media marketing services to you:

- Provide Digital Marketing,
- Management of pre-existing social media accounts.
- General social media marketing.
- Creation of accounts on various social media platforms.
- Creation and Management of fan pages, business pages, or any other promotional pages.
- Manage posting content on accounts.
- Responding and engaging with the fans, followers, or anyone who engages with any social media account.

We take no responsibility for the terms of service or any other restrictions or changes done by the social media platform selected by you. You are responsible for providing all the required images, videos, and text that we cannot acquire or create on your behalf. You agree to provide all the necessary login detail to make posts and manage your social media platform. You agree to provide us with all the rights and access to your social media platform(s) and website(s) as and when required.

You are responsible for providing all the updates that are necessary to be promoted on your social media platform. All the conditions under Clause 10.2 are subject to restrictions provided by you. In event of any inefficient performance caused due to these restrictions, we shall not be responsible.

TRAINING AND CONSULTING AND DIGITAL MARKETING SERVICES

We provide the following training and consulting services to you:

- Training of English language and other future training modules and programs that may be introduced at the discretion of Fiendish® Solutions Pvt Ltd.
- Consulting services introduced and offered at the discretion of Fiendish® Solutions Pvt Ltd.

The availability of the training program to be provided depends upon our discretion. The structure and framework of the training program depends upon our discretion. However, we assure you that the framework of the program has been scientifically developed and designed to suit the user expectations. You acknowledge, understand and agree that for an effective consultation you must disclose all the required information correctly. You agree that such consultation shall not take place unless it is separately paid for.

fiendishsolutions.com may also provide future training, workshops, consultation programs, or digital products. Such offerings are subject to separate pricing, terms, and availability. Any future payment infrastructure on *fiendishsolutions.com* shall comply with applicable laws, including the Information Technology Act, 2000 and DPDP Act, 2023.

K. SERVICE PURCHASE

We provide one-time service purchases, repeat service purchases, and on-demand service purchases. We are not responsible to retain your data in case of a one-time service purchase until specified in the contract that you will need the data for repeat service purchase. We are not responsible for delays in on-demand service purchases caused by your actions, such as providing inadequate, untimely, or incorrect information. Services may be purchased on a one-time, repeat, subscription or on-demand basis, as may be introduced by FSPL from time to time.

Payments for any existing or future services may be processed either directly by Fiendish® Solutions or through third-party payment processors. The method of payment, payment security, and completion of purchase will comply with applicable Indian law, including DPDP Act 2023 obligations applicable to payment-linked personal data.

L. RIGHTS AND OBLIGATIONS OF A CLIENT

Any service obtained/ purchased by the Client is activated from the date and time of such purchase.

All services shall have duration and validity and will expire as soon as the duration ends. It is your duty to adhere to the validity/duration of the services.

In case, you fail to use the purchased services during the validity period of the service, there is no provision to use the same service at another time. Such a service would be deemed as complete and no refunds or reschedules will be allowed.

You can take an appointment for a physical (if necessary) or virtual discussion after obtaining the services from the site.

You will have the freedom to choose a desired date and time slot for the appointment after obtaining the services from the site.

You can also reschedule the appointment. In case of rescheduling or delay, you must notify us via dropping an email to contact@fiendishsolutions.com 24 hours prior to the date and time sought by you for the appointment.

M. OBTAINING THE SERVICES BY CLIENT(s)

If you wish to obtain any service that we offer, you may do so by purchasing the service most relevant to you.

While purchasing the service you will be asked to supply certain information relevant to your purchase including, but not limited to, your credit/debit card number and the expiration date of your credit/debit card. By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of purchase(s).

You represent and warrant that you have the legal right to use the payment method(s) that are accepted by us. We do not store the payment information provided by the client(s).

The amount paid by the client(s) for the services is used to compensate us for our services, administrative and maintenance cost, various expenses, third party fees, software development, etc., including the transaction fees for credit/debit card usage which are charged by the third-party payment services.

These provisions will apply only when and if *fiendishsolutions.com* activates online payment processing.

Fiendish® Solutions may update, modify, or expand accepted payment methods in the future. Any such payment processing shall comply with the Information Technology Act, 2000, RBI rules, and DPDP Act 2023 to the extent applicable.

N. REFUND POLICY

We are responsible for the refund if we are unable to perform our service due to an uncertain event. You agree that the efficiency of the service rests upon the correct information provided by you. The refund will be done by the same mode in which the payment was done. Online transactions will not be swapped with any cash transactions until we decide to do so. Such swapping will depend solely on our discretion.

The refund will not exceed the fees or payments made by you.

fiendishsolutions.com does not currently process or collect payments. This section shall apply in full once payment processing is enabled.

O. INTELLECTUAL PROPERTY RIGHTS

You understand and admit that we are the owner of all intellectual property rights in the site including any and all databases that hold relevant information about the site. This includes our registered trademarks for "Fiendish®": the word mark registered under Classes 41, 42, 44, and 45 in India (originally registered in 2015 and renewed in 2025); and the composite mark (image/logo plus the word "Fiendish®") registered under Class 35 in India (originally registered in 2018).

You are aware that the said database is protected by laws governing the copyright and/or trademark regime in India. You further acknowledge that you may only use any such material available on the site in line with the laws applicable. If you do not use the materials in line with the laws applicable herein, we reserve all our rights conferred to us by law to remedy any such breach.

Additionally, you may not remove or alter, or cause to be removed or alter, any copyright, trademark, trade name, service mark, or any other data available on the site. Modification or use of the content except as expressly provided in these Terms will violate our intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to this site.

Further, you retain all the IPR in all the content created by us for you until you consult with us to get any specific IPR registration. It is your responsibility and your right to seek IPR protection for the same. We reserve no IPR in any content created by us for you.

We are not responsible for any IPR infringement caused due to any misinformation provided by you to us for content creation.

We retain the right to showcase the content created for you, for the promotional purpose of our services on our website, while giving full acknowledgment to your copyright and you agree to abide by the same.

P. CONFIDENTIALITY

We are responsible to hold strict confidentiality of all the information provided by you. You are responsible to hold strict confidentiality of all the information provided by us. We are not responsible for the leakage of any information by you. "Information" refers to proprietary information, trade secrets, oral/written contracts, business strategies, business models, reports, records, computer retained information, financial information, or any such information.

Both parties shall take reasonable data-security measures consistent with DPDP Act 2023 requirements, to the extent applicable.

Q. LINKS TO THIRD-PARTY WEBSITES

We use certain trusted third parties for the purpose of convenience providing high quality content, payment and subscription services, improve, promote and protect our services. We may use third party services to help us provide customer support, manage our advertisement display, data storage assistance and payment gateways.

You represent and warrant that you have read and have agreed to be bound by all applicable Terms and policies for any third-party websites. Links to such sites are provided as a service to users and are not sponsored by or affiliated with us. Links are to be accessed at your risk, and we make no representations or warranties about the content, completeness or accuracy of the sites linked to or from this site. You shall expressly hold us harmless from any and all liability related to your use of any third-party website.

From time to time, the website will legally utilize intellectual property owned by third parties related to our services. The rights in any third-party trademarks or host copyrighted works on this Website are retained by their respective owners. Nothing in this Agreement shall confer any right of ownership of any of the Trademarks or Copyrights to you.

Further, nothing in this Agreement shall be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark or Copyright by you. The misuse of the

Trademark or Copyrighted works displayed in this site, or any other content on the site, is strictly prohibited and may expose you to liability.

R. PAYMENT AND EXPENSES

The payment shall be done as per the rate specified at the time of obtaining/purchasing the service(s) listed on the Site.

The rates of service(s) can be revised from time to time as per our discretion.

You are responsible for any extra costs incurred by us due to any circumstances caused by you. This clause shall become operational when fiendishsolutions.com begins accepting payments directly through the website.

S. LIMITATION ON LIABILITY

The maximum liability we may have towards you will only be limited to the service(s) as requested and desired by you (subject to payment of fees). We will have no liability regarding the functionality or content of any publisher or website not owned by us.

You understand and agree that in no event shall Fiendish® Solutions, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any user or any third party for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, court fees, attorneys' fees or other intangible losses, resulting from (i) Your access to or use of or inability to access or use www.fiendishsolutions.com; (ii) any conduct or content of any third party on Fiendish® Solutions; (iii) any content obtained from Fiendish® Solutions; and (iv) unauthorized access, use or alteration of the user's transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

In no event shall Fiendish® Solutions, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, court costs, attorneys' fees, loss of profits, data- use, goodwill, or other intangible losses, resulting from a dispute regarding any transaction conducted via www.fiendishsolutions.com.

If applicable law does not allow the limitation of liability as set forth above, the limitation will be deemed modified solely to the extent necessary to comply with applicable law. This section (limitation of liability) shall survive termination or expiration of this agreement.

T. DISCLAIMER

The site only provides details about various services provided by us and our contact details. It allows you to create an account which is not a social media account used in order to purchase any service(s) or contact us. You agree and understand that the website provides consultation only as assistance through our in-house procedures to help our clients in protecting their Intellectual Property Rights. We do not provide you third-party professional legal services.

U. AVAILABILITY, ERRORS AND INACCURACIES

We are constantly updating our offerings of products and services on www.fiendishsolutions.com. The products or services offered on www.fiendishsolutions.com may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on www.fiendishsolutions.com and in the advertising on other websites. We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. Our prices may differ from service to service caused by rendering of more than one service. Any such difference in the price or fees depends on our discretion. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

V. TERMINATION

We reserve the right to modify, terminate, suspend or discontinue the platform or any part of the platform or the use of the platform, at any time, without any prior notice to you. Additionally, we may modify, terminate, suspend or discontinue your account or all users accounts, without any prior notice or liability, for any reason whatsoever, including without limitation if the user breaches the terms of this contract in any way and you agree not to hold us liable for any damages or losses caused while carrying out the above-mentioned actions.

Upon termination, your right to use www.fiendishsolutions.com will cease immediately. You further cannot demand any compensation for the same due to any loss of data. If you wish to terminate your account, you may simply deactivate your account and discontinue using www.fiendishsolutions.com. By deactivating your account, you would no longer be able to login or avail the services listed on the site.

W. DISPUTE RESOLUTION

If any dispute(s), controversy(s) or claim(s) arises out of or in connection with these Terms, in which we are a party, the disputing parties shall use all reasonable endeavours to negotiate with a view to resolve the dispute(s) controversy(s) or claim(s) amicably. If a party gives the other party notice that a controversy(s) or claim(s) has arisen and the parties are unable to resolve the disputes in an amicable manner within 30 (thirty) days of service of the notice of dispute (or such longer period as the parties may mutually agree), then the controversy(s) or claim(s) shall be referred to arbitration in accordance with the below terms. Subject to the above clause, all Disputes or differences regarding this Agreement shall be submitted to final and binding arbitration. In the event of such arbitration:

- The arbitration shall be in accordance with the rules of the Arbitration and Conciliation Act, 1996, in force at the relevant time (which is deemed to be incorporated into this Agreement by reference).
- All proceedings of such arbitration shall be in the English language. The venue and seat of the arbitration shall be in Bangalore and the courts of Bangalore shall have exclusive jurisdiction over the arbitration proceedings.
- The Law governing the conduct of arbitration and the arbitration proceedings shall governed by the Arbitration and Conciliation Act, 1996, in force at the relevant time.
- The arbitration shall be conducted before a sole arbitrator appointed by us;
- Arbitration awards shall be final and binding on the parties; and

- The existence or subsistence of a dispute between the parties, or the commencement or continuation of arbitration proceedings, shall not, in any manner, prevent or postpone the performance of those obligations of the parties under the Agreement which are not in dispute, and the arbitrators shall give due consideration to such performance, if any, in making a final award.

Nothing shall preclude a party from seeking interim or permanent equitable or injunctive relief, or both. The pursuit of equitable or injunctive relief shall not be a waiver of the right of the parties to pursue any other remedy or relief through the arbitration.

X. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of the courts of Bangalore.

Y. SEVERABILITY

Under any circumstances, if one or more clause(s)/section(s) of these terms and conditions are held void, all the other clauses/sections remain in force to imply the same intention as these terms and conditions.

Z. FORCE MAJEURE AND EXCUSABLE DELAYS

Neither party will be in breach of any Terms and Conditions in any event that is caused due to factors that are beyond the reasonable control of the parties, which ultimately leads to non-performance in whole or in part, any one or more of its obligations.

“Causes” here, will include, but not be limited to natural phenomenon, pandemic, endemic, governmental regulation, fire or other causality, technical failure or difficulties, problems or interruptions of the internet, or any such cause which is beyond the reasonable control of either party.

We will not be responsible for any damages caused due to delay or failure to perform the service because of reasons beyond our control, including but not limited to, strike, work stoppage or other labor interruption fire, governmental action, rules or regulations, failure information systems, the elements, flooding, power cuts or interruptions or acts of God. Our inability to perform the service due to the above-mentioned reasons will not lead to a breach of these terms and conditions.

The Party affected by any such cause shall provide written notice to the other Party of the nature and extent of any such Force Majeure condition; and use commercially reasonable efforts to remove any such causes and resume performance as specified under this Agreement as soon as practicable.

GRIEVANCE OFFICER

In accordance with the Information Technology Act, 2000 and rules made thereunder, the name and contact details of the ‘Grievance Officer’ are provided below:

Name: Umang Narang

Phone No.: +91-9650367884

Email Address: rivery84@gmail.com

Postal Address: Joy Restaurant, Main Bazar, Palampur, Himachal Pradesh, PIN: 176061.

PRIVACY POLICY

Fiendish® Solutions Private Limited (“FSPL”, “we”, “us”, “our”) and its website www.fiendishsolutions.com, respect your privacy and are committed to protecting it. We take all the necessary steps for the security of your personal data and keeping it confidential. This Privacy Policy outlines the manner your data is collected, processed, used and stored by FSPL in compliance with applicable Indian law including the Digital Personal Data Protection Act, 2023.

We may share your personal information with third parties, in limited circumstances, as outlined below under “sharing data with third parties”. You are kindly advised to read our Privacy Policy carefully and use it to make informed decisions. This Statement may change from time to time which may affect how we use your data, so we encourage you to check the Privacy Policy Statement periodically for any such update. The most recent update date will be mentioned at the bottom of this page.

This Privacy Policy does not apply to or by those who are not engaged, employed, managed, owned or controlled by Us including any data collected or usage on a third-party application or website or advertisement that may link to or be accessible from www.fiendishsolutions.com. We are not responsible for the data collection, usage or privacy policies by such websites, therefore we encourage you to review the privacy policies of each site you visit.

Through this Privacy Policy, we wish to make you feel more secure while using our website and sharing any information with us and to make you aware of our policy as outlined below.

CONSENT

By creating an account on or continuing to use the services provided on www.fiendishsolutions.com, you agree to our Privacy Policy in the manner provided in our Terms & Services and in this document.

You also acknowledge that Fiendish® Solutions may periodically modify, add or remove any content in this privacy policy at its discretion, without prior notification.

YOUR RIGHTS

We respect your privacy. If you would like us to delete the data we have collected about you, or would like to opt-out or unsubscribe from any promotional email or messages or any other electronic communication, you may contact us. You may also request a “Do not track”.

We do put reasonable efforts from our end to honour such a request, however, we do not guarantee that we will be able to process every type of request made. This is subject to the requirement of maintaining data under the law and does not cover the data collected by a third party and is governed by their own respective policies.

PERSONAL INFORMATION WE COLLECT

We collect the details provided by you on registration and any other information we learn about you while you use our website, and may have automatic access to certain information obtained from cookies sent to your browser and stored on your computer hard drive, acting as data controllers within the scope of this Privacy Policy and the Digital Personal Data Protection Act, 2023. One or more of the following information about you may be collected by us, including but not limited to:

- **Contact information and personal identifiers:** name, username, address, email address, contact details including telephone number, demographic profile such as age, gender, occupation, education, IP address, PIN code or any other online identification.
- **User Content:** The content provided by you including any comment or review and your communication with us. This includes identity verification information for customer service support and any other requests, such as, audio recordings of the communication with our customer support.
- **Commercial information:** Such as, your preferences or opinion on the service rendered by our website.
- **Online activity information:** Your interaction with our website including browsing and search history, digital advertisements and log file information, which includes, but may not be limited to, your browser type, domain server through which you access our service, webpages you visit.
- **Payment information:** Your method of payment and payment card information may be stored in the future when we decide to process payments on this website, such as, payment card number, expiration date, delivery address and billing address, excluding CVV of your debit or credit card. We access your messages only for the purpose of OTP verification sent for making a payment. We will not have access to any other device information. The payment gateway will be secured and encrypted using industry-standard encryption.

We also monitor website use and customer traffic patterns and collect only relevant information, to improve and provide better service available on our website.

PURPOSE OF PROCESSING YOUR PERSONAL DATA

We process your data for securing and improving our services, enhancing web browsing experience, knowing the audience size, understanding your preferences and providing you with a personalised experience and for responding to any inquiry or request you make. The specific information is collected and retained, as outlined in this Policy which is not used for any other purpose.

HOW WE COLLECT YOUR PERSONAL DATA

We may receive or collect your personal data from various sources in the following ways:

- **Personal data provided by you:** The information you may directly provide us with when you use our website, such as when you create an account or any information request we make when you contact us with a complaint or otherwise.
- **Personal data collected from forms you fill:** We may ask you to provide us with certain information at the time of use of a portion of our website, such as by requesting to fill out a form.
- **Cookies and automatic collection methods:** We automatically collect information regarding website usage or browsing patterns, customer traffic, your IP address, information about your network or location, using cookies, pixel tags, web beacons and similar technologies.
- **Affiliates:** The service providers or third-party partners who work with us such as advertising companies or analytics providers.
- **Other online interactions:** We obtain your personal information from social media platforms such as Facebook and Twitter only when you interact with us using these platforms or log in using the credentials thereof.

USE OF COOKIES, PIXEL TAGS AND TRACKING

Cookies

We use cookies (a small piece of information) to store information on your computer hard drive and then access it to get certain information. Different providers may assist us with the research who will be bound by the terms and conditions. This helps us to gather statistical data such as the domain name, the last page visited, improving your navigation on this website, enabling us to serve better giving a personalised enhanced experience. You may disable cookies by changing the settings to refuse some or all cookies sent, depending on your browser. Certain features of the website may become inaccessible or not function properly if you disable or refuse cookies. This included the Web Analytics used for the same purpose.

Pixel Tags

We may use pixel tags (also known as web bugs or clear GIFs) on our website that help to track visitors and gather valuable information such as what actions the customers took while browsing the website, the effectiveness of the features available and advertisement which helps understand the audience and customize browsing experience.

Tracking technologies used by affiliates or advertising partners

We may work in collaboration with service providers that use cookies and other tracking technologies, which collect anonymous information about you for remarketing, online behavioural tailored advertising and ad delivery, or for sharing the information collected with us to help us improve our service.

HOW WE USE YOUR PERSONAL INFORMATION

We may use or may have used the information we have about you for:

Providing and improving our services: To provide better valued services to you, such as processing payments and managing payment history, maintaining your account that you may have with us, and improve our business, including advertisements, website and other business functions.

Communication and Analytical purposes: To respond to your requests, inquiries or complaints and understand how you use our website, your preferences.

Marketing and Advertising: For a personalised-tailored advertising which may be via email or message or any other medium.

Legal compliance: For complying with the law requirement and regular standards of retaining information about its users, to detect, identify and prevent any loss or misuse, fraudulent, or illegal activity.

Additionally, FSPL confirms that fiendishtherapy.com (Fiendish® Therapy) is the official psychotherapy appointment-booking and educational information website of Fiendish® Solutions Private Limited, operated in compliance with RCI requirements.

SHARING DATA WITH THIRD PARTIES

In general, we do not share your personal information with companies, organizations, or individuals outside of Fiendish® Solutions Private Limited, except with our affiliates or associated business partners who strictly follow our instructions and keep the data confidential and in limited situations, as follows:

Disclosures with consent

We may ask you for your consent for sharing personal data with other third-party which has not been covered in this Privacy Policy.

Affiliates

We share your personal data within the company. In the event of a merger, acquisition, joint ventures, dissolution, liquidation, restructuring, business collaboration or any other business transaction, we have the right to disclose or transfer your personal data.....

Service providers

We share your personal data with the service providers who have access to such information only to perform specific functions and are not authorized to use it for any other purpose. They are required to maintain the same level of security. Amongst other things, service providers help us “target ads”, distribute emails, offer customer service, maintain our website and provide technological solutions, conduct surveys, process payments.

We reserve the right to use, transfer and share anonymous data about users, which does not include any personal data, for developing our business, such as for analysing the customer statistical data.

Social Media Platforms

We work with third parties such as Twitter, Facebook, Instagram, and Pinterest that provides for account login or other functionalities, or our website may contain any hyperlink to such sites including their advertisement. This is done for your convenience or to engage the audience. Our Privacy Policy does not apply to such unaffiliated sites and does not imply an endorsement by us. Usage of such feature will bind the user to their respective Privacy Policy. If you do not want your data to be accessed or shared by these third parties, you must avoid using any of these features.

Online third-party companies

We may share information with third-party companies for marketing, advertisement or any other purposes. This helps us provide for a customised targeted advertisement.

Mandatory disclosures

We may disclose your personal data on your request to a third party or to the extent required by law, to comply with a court order or any legal investigation. We are not responsible for how your data will be maintained and the privacy thereof.

HOW WE SECURE YOUR INFORMATION

We take reasonable measures to protect personal data from misuse, loss, unauthorized access alteration or unlawful destruction or whatsoever, arising due to the usage of the website or in connection with the website due to any error, system failure and the like.

Although we are fully dedicated to protecting of your personal data and have necessary security tools, we assume no liability or responsibility for any unauthorized third party access or transmission or other causes beyond our control. No method of electronic transmission or storage, is fully secure. We encourage you keep your username and password confidential and not to share with anyone, however, when you have any reason to believe that your username or password has been compromised, please contact us, the contact information has been provided at the bottom of this page. We also have the right to take necessary steps, without any prior notice, when we believe that you have violated our Terms of Service and Privacy Policy.

CHILDREN PRIVACY

Our website is not directed at, or intended for use by, children under the age of 18. We do not knowingly collect or process the personal data of children in our website. If you believe your child

may have provided us with their personal data, you may contact us using the information in the Contact Information section of this Privacy Policy for the deletion of such data.

DATA RETENTION

We retain your personal data for as long as is necessary for the purpose for which we collected such data and thereafter, delete the same within a period of six months. This includes the legal requirement of maintaining the data or any other accounting or such requirements.

CORRECTION OF DATA

You must provide us with correct information about yourself and request us for amendment of any changes that may have taken place, for instance, change of name or address. In the event, we discover that any information previously provided is incomplete, we may request for an updation.

ADDITIONAL DISCLOSURE

We reserve the right to remove your personal data for any reason from our website or to request access to, and modification of such data, with your consent.

UPDATES TO THE PRIVACY POLICY

Fiendish® Solutions reserves the right, at own discretion, to change, modify, add or remove portions of its Privacy Policy at any point of given time without prior notice to you. Only in the event of a material/significant change, we will provide a notification through an email associated with your account or post a notice on our website. Your continued use of the website will constitute your consent to the terms of the updated Policy. We encourage you to review this page periodically in order to be up to date on the most recent version. This Privacy Policy is effective as of the date mentioned at the bottom of the page which remains in effect until a new policy supersedes it and becomes effective.

To the extent the Fiendish® Solutions Privacy Policy conflict with any other Fiendish® Solutions terms, policy, rules or codes of conduct, the terms contained in these Terms of Service and in the Fiendish® Solutions Privacy Policy shall govern.

If at any point you do not agree to any portion of the recent version of our Terms of Service, the Fiendish® Solutions Privacy Policy, or any other rules, your license you must immediately stop using our service.

DISPUTE RESOLUTION

Where a privacy dispute or complaint cannot be resolved through Fiendish® Solutions dispute resolution procedure grants you the right to require that we enter into binding arbitration with you pursuant to the dispute procedure. No amendment to the Privacy Policy shall apply to any dispute of which Fiendish® Solutions had actual notice before the date of the amendment.

CONTACT US / INFORMATION

If you have questions or concerns regarding this Privacy Policy Statement, email us at:
contact@fiendishsolutions.com
+91-8826402788

or by writing to us at: 64, CK Palya Road, Hommadevanahalli
Bengaluru – 560083

If you are submitting a request on behalf of any other person, you must provide proof that you have been authorized by the individual to act on his or her behalf. We may deny a request from an authorized agent, if the proof of such validation has not been provided.

GRIEVANCE OFFICER (IT ACT COMPLIANT)

In accordance with Information Technology Act, 2000 and rules made thereunder, the name and contact details of the Grievance Officer are provided below:

Name: Umang Narang

Phone No: +91-9650367884

Email Address: rivery84@gmail.com

Postal Address: Joy Restaurant, Main Bazar, Palampur, Himachal Pradesh, PIN: 176061

Last updated: 22 November 2025