

# Non-Disclosure Agreement and Client Confidentiality Policy

[Ragasaheli.in](https://ragasaheli.in)

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## 1. Introduction

This Non-Disclosure Agreement and Client Confidentiality Policy ("Agreement") is entered into between [Ragasaheli.in](https://ragasaheli.in) ("Platform", "We", "Us", "Our") and all users, clients, instructors, counselors, and partners ("Parties") who access, use, or interact with the [Ragasaheli.in](https://ragasaheli.in) platform for music education and wellness services.

Effective Date: January 14, 2026

**Governing Law:** This Agreement shall be governed by the laws of the Republic of India, specifically the states of Karnataka and the Information Technology Act, 2000, and the Digital Personal Data Protection (DPDP) Act, 2023.

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## 2. Parties to the Agreement

**Disclosing Party:** [Ragasaheli.in](https://ragasaheli.in) (a music education and wellness platform providing online instruction, content, learning resources, and counseling services)

**Receiving Parties:**

- Individual users and clients
  - Instructors and educators
  - Counselors and wellness professionals
  - Business partners and vendors
  - Investors and advisors
  - Payment processors and service providers
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## 3. Definition of Confidential Information

Confidential Information includes, but is not limited to:

### 3.1 Client and User Information

- Personal identification data (name, contact details, age, learning history)
- Educational progress, performance metrics, and learning records
- Counseling and therapy records, psychological assessments, and wellness data
- Audio/video recordings of lessons, sessions, and interactions

- Payment and billing information
- Communication records and messages
- Health and wellness information disclosed in counseling context

### 3.2 Instructor and Professional Information

- Teaching methodologies, curriculum materials, and content
- Counseling techniques, therapeutic approaches, and treatment plans
- Client roster and enrollment details
- Performance ratings and feedback
- Payment details and compensation records
- Proprietary teaching techniques and course structures
- Professional credentials and certifications

### 3.3 Platform and Business Information

- Business strategies, marketing plans, and go-to-market initiatives
- User analytics, engagement metrics, and platform usage data
- Technical infrastructure, code, and system architecture
- Financial information, pricing models, and revenue data
- Client lists and partnership agreements
- Subscriber and user database information

### 3.4 Content and Intellectual Property

- Video recordings, audio files, and instructional content
- Musical compositions, arrangements, and performance recordings
- Course materials, lesson plans, and educational resources
- Counseling session notes and therapeutic content
- Branding, logos, and proprietary designs

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## 4. What is NOT Confidential Information

The following information is NOT covered by this Agreement:

1. **Publicly Available Information:** Any information that is or becomes publicly available through no breach of this Agreement
2. **Prior Knowledge:** Information already known to the receiving party prior to disclosure, as documented
3. **Independent Development:** Information developed independently without reference to confidential information
4. **Rightfully Obtained:** Information rightfully obtained from a third party without confidentiality obligations

5. **Required Disclosures:** Information required to be disclosed by law, regulation, or court order (with advance notice provided where legally permissible)
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## 5. Obligations of Confidentiality

### 5.1 General Obligations

All Receiving Parties agree to:

1. **Maintain Confidentiality:** Keep all confidential information strictly private and use it solely for the stated purpose of the business relationship
2. **Secure Storage:** Store confidential information in secure, protected locations with appropriate access controls
3. **Limit Access:** Disclose confidential information only to authorized personnel (employees, contractors, advisors) who have a legitimate need to know
4. **Implement Security Measures:** Use industry-standard security practices including encryption, password protection, and secure data transmission (HTTPS)
5. **Document Handling:** Mark or clearly identify information as confidential where practical
6. **Prohibit Reproduction:** Do not copy, reproduce, or distribute confidential information without explicit written permission
7. **Prevent Unauthorized Disclosure:** Implement policies to prevent accidental or intentional disclosure to unauthorized parties

### 5.2 Client and User Confidentiality

For clients and users:

- Personal learning data, progress, and performance records remain confidential
- Counseling and therapy session records are strictly confidential
- Video/audio recordings of lessons and sessions will not be shared publicly without consent
- Payment and contact information will not be disclosed to third parties without authorization
- Communication between clients and instructors/counselors is private and confidential
- Psychological assessments and wellness information are protected under highest confidentiality standards

For instructors and counselors viewing client data:

- Client identity, personal information, and learning history are confidential
- Psychological and wellness information disclosed in counseling is strictly confidential
- Performance data will only be used for educational and therapeutic improvement purposes
- Client feedback and communication are private unless consent is given for sharing
- Session notes and assessments remain confidential and protected

## 5.3 Platform Data Protection

Ragasaheli.in commits to:

- Protecting all user and client data with secure, encrypted storage systems
- Implementing role-based access controls to limit data exposure
- Regular security audits and vulnerability assessments
- Complying with the Digital Personal Data Protection (DPDP) Act, 2023
- Complying with Mental Healthcare Act, 2017 for counseling and wellness services
- Notification of any data breaches within reasonable timeframes
- Use of trusted service providers with signed Data Processing Agreements

## 5.4 Third-Party Disclosures

Confidential information may be disclosed to the following parties with appropriate confidentiality obligations:

1. **Service Providers:** Payment processors, hosting providers, analytics services (with signed agreements)
2. **Legal Counsel:** Attorneys and legal advisors for compliance and dispute resolution
3. **Regulatory Authorities:** When required by law (with advance notice where legally possible)
4. **Auditors and Accountants:** For financial and compliance audits
5. **Business Partners:** Only with explicit consent and signed confidentiality agreements
6. **Mental Health Authorities:** When mandated by Mental Healthcare Act, 2017 or emergency situations

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# 6. Duration of Confidentiality

## 6.1 Term

This Agreement remains in effect for the duration of the business relationship and continues for **5 (five) years** after termination of services, except where otherwise specified below.

## 6.2 Survival

The following provisions survive indefinitely:

- Client and user personal data protection obligations
- Counseling and therapy record confidentiality
- Intellectual property protection
- Trade secret protection
- Breach remedies and legal consequences

## 6.3 Exceptions to Term

Information marked or identified as trade secrets remains confidential indefinitely, regardless of the standard term.

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# 7. Return or Destruction of Confidential Information

## 7.1 Upon Request or Termination

Upon termination of the business relationship or upon written request, all Receiving Parties agree to:

1. Return all physical copies of confidential information within 30 days
2. Delete or securely destroy all digital copies within 30 days
3. Certify in writing that destruction/return has been completed
4. Maintain backup copies only if legally required, under continued confidentiality

## 7.2 Exceptions

Copies may be retained if:

- Required by law or regulation
  - Necessary for legal or compliance purposes
  - Retained in automatic backup systems (under continued confidentiality)
  - Archived for legitimate business continuity purposes
  - Required for counseling record retention under Mental Healthcare Act, 2017
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# 8. Intellectual Property Rights

## 8.1 No Transfer of Rights

This Agreement does not transfer any intellectual property rights. All rights to confidential information remain with the Disclosing Party.

## 8.2 Pre-existing IP

Each party retains all rights to intellectual property, patents, trademarks, and copyrights existing prior to this Agreement.

## 8.3 New IP Created

Any intellectual property created during the business relationship shall be owned by the party that created it, unless a separate written agreement specifies otherwise.

## 8.4 Client Content and Recordings

- Clients retain rights to their own recordings and created content
  - [Ragasaheli.in](#) may use anonymized client progress metrics and course engagement data for platform improvement
  - Video/audio recordings of clients will not be used for marketing or promotion without explicit written consent
  - Counseling session recordings remain confidential and may only be used for therapeutic purposes with client consent
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# 9. Security and Data Protection Standards

## 9.1 Information Security

[Ragasaheli.in](#) implements the following security measures:

1. **Data Encryption:** All sensitive data transmitted via HTTPS/TLS encryption
2. **Access Controls:** Role-based access restrictions and user authentication
3. **Regular Audits:** Security assessments conducted annually or as needed
4. **Incident Response:** Procedures to respond to and report security breaches
5. **Backup Systems:** Regular data backups with secure, encrypted storage
6. **Employee Training:** Confidentiality training for all staff with data access
7. **Counseling Data Security:** Enhanced security for counseling records, session notes, and psychological assessments

## 9.2 Compliance with DPDP Act, 2023

[Ragasaheli.in](#) complies with the Digital Personal Data Protection Act, 2023:

- Obtaining valid, informed consent for personal data processing
- Processing data only for stated, legitimate purposes
- Minimizing data collection to what is necessary
- Implementing strong security safeguards
- Providing users with rights to access, correct, and delete their data
- Notifying users of data breaches within prescribed timeframes
- Appointing a Data Protection Officer (DPO) for oversight

## 9.3 Compliance with Mental Healthcare Act, 2017

For counseling and wellness services, [Ragasaheli.in](#) complies with the Mental Healthcare Act, 2017:

- Maintaining strict confidentiality of counseling records
- Obtaining informed consent for psychological services

- Respecting client autonomy and decision-making rights
- Protecting clients from discrimination based on mental health status
- Maintaining secure records with restricted access
- Preserving counselor-client privilege in all circumstances except emergency situations

## 9.4 Third-Party Service Providers

All service providers (payment processors, hosting providers, analytics platforms) must:

- Sign a Data Processing Agreement (DPA) with [Ragasaheli.in](https://ragasaheli.in)
- Implement equivalent security measures
- Restrict data use to authorized purposes only
- Comply with applicable data protection laws
- Notify [Ragasaheli.in](https://ragasaheli.in) of any data breaches
- For counseling data: maintain heightened security standards

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# 10. Permitted Uses of Confidential Information

Confidential information may be used exclusively for:

1. **Service Delivery:** Providing music education and counseling services and content
2. **Client Progress:** Tracking learning outcomes, counseling progress, and personalizing instruction
3. **Platform Improvement:** Analyzing usage patterns and improving platform features (only anonymized data)
4. **Compliance:** Meeting legal and regulatory requirements
5. **Dispute Resolution:** Addressing claims or disputes between parties
6. **Security and Fraud Prevention:** Detecting and preventing fraud or misuse
7. **Instructional Purposes:** Teaching and explaining concepts directly related to music education
8. **Counseling and Wellness:** Providing therapeutic services and mental health support

## 10.1 Prohibited Uses

Confidential information shall NOT be used for:

1. **Competitive Advantage:** Creating competing products or services
2. **Marketing:** Using client data or content for advertising without consent
3. **Third-Party Sales:** Selling or licensing data to external parties
4. **Unauthorized Disclosure:** Sharing information with parties not authorized under Section 5.4



## 12.1 Monetary Damages

Breach of this Agreement may result in:

1. **Immediate Liability:** Payment of actual damages suffered by the Disclosing Party
2. **Enhanced Damages:** Up to 3x actual damages for willful or negligent breaches
3. **Restitution:** Return of all benefits obtained through breach
4. **Cost Recovery:** All legal fees, investigation costs, and notification expenses
5. **Counseling Support:** Costs of counseling or psychological support for affected clients

## 12.2 Injunctive Relief

The Disclosing Party may seek:

1. **Immediate Injunction:** Court orders to prevent continued breach or disclosure
2. **Preliminary Relief:** Emergency measures to protect confidential information
3. **Specific Performance:** Court orders requiring the breaching party to take corrective action

## 12.3 Termination of Services

[Ragasaheli.in](https://ragasaheli.in) reserves the right to:

1. **Suspend Access:** Immediately suspend access for serious breaches
2. **Terminate Agreement:** End the business relationship and all services
3. **Data Deletion:** Delete all accounts and associated data
4. **Non-Refundable Charges:** Forfeit any prepaid fees or credits

## 12.4 No Waiver of Rights

Failure to enforce any provision does not waive the right to enforce it in the future. Partial remedies do not preclude other available remedies.

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# 13. Representations and Warranties

## 13.1 Platform Representations

[Ragasaheli.in](https://ragasaheli.in) represents:

1. Legal authority to enter into this Agreement
2. Proper ownership or licensing of all content and services
3. No infringement of third-party rights
4. Compliance with all applicable laws
5. Commitment to maintaining confidentiality standards
6. Instructors and counselors are qualified and credentialed



7. Counseling services comply with Mental Healthcare Act, 2017

## **13.2 User, Client, and Partner Representations**

All Users, Clients, and Partners represent:

1. Authority to enter into this Agreement
  2. Commitment to maintaining confidentiality
  3. No intention to disclose information unlawfully
  4. Agreement to comply with all terms and conditions
  5. Understanding of consequences for breach
  6. For counselors: compliance with professional ethical standards
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## **14. Limitation of Liability**

### **14.1 Scope**

Neither party shall be liable for indirect, incidental, consequential, special, or punitive damages, including lost profits or business interruption, except where prohibited by law.

### **14.2 Exceptions**

This limitation does not apply to:

- Breaches of confidentiality obligations
  - Violations of intellectual property rights
  - Data protection law violations
  - Gross negligence or willful misconduct
  - Counseling malpractice or professional negligence
  - Liability that cannot be excluded by law
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## **15. Jurisdiction and Dispute Resolution**

### **15.1 Governing Law**

This Agreement is governed by the laws of the Republic of India, including:

- The Indian Contract Act, 1872
- The Information Technology Act, 2000
- The Digital Personal Data Protection (DPDP) Act, 2023
- The Mental Healthcare Act, 2017
- Other applicable Indian laws and regulations



## 15.2 Jurisdiction

Disputes shall be subject to the exclusive jurisdiction of courts located in **Bangalore, Karnataka, India**.

## 15.3 Dispute Resolution Process

Before litigation, parties agree to:

1. **Good Faith Negotiation:** 14-day period for direct discussion (written notice required)
2. **Escalation:** Involvement of senior management if unresolved
3. **Mediation:** 30-day mediation period with neutral third party (costs shared equally)
4. **Litigation:** Filing in appropriate courts if mediation unsuccessful

## 15.4 Prevailing Party

The prevailing party in any dispute shall be entitled to recover reasonable legal fees and court costs.

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# 16. Amendment and Modification

## 16.1 Changes to Agreement

[Ragasaheli.in](https://ragasaheli.in) may modify this Agreement with **30 days' advance written notice** to users.

### Notice Methods:

- In-platform notification
- Email to registered account address
- Posted updates on the website

## 16.2 Continued Use as Acceptance

Continued use of [Ragasaheli.in](https://ragasaheli.in) services after modification period constitutes acceptance of amended terms.

## 16.3 Opt-Out Right

Users may terminate their account within 30 days of modification notice without penalty if they disagree with changes.

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# 17. Confidentiality for Business Partners and Investors



## 17.1 Investor Confidentiality

Information shared with potential investors, venture partners, or acquirers is subject to this Agreement.

### Standard Investor NDA Terms:

- Non-disclosure of business metrics, financial data, and strategy
- Use limited to evaluation of investment opportunity
- Return or destruction of materials upon request
- 3-5 year confidentiality term
- Exceptions for required regulatory filings

## 17.2 Partner and Vendor Agreements

All business partners must sign executed Data Processing Agreements (DPA) including:

- Specific confidentiality obligations
- Data protection requirements
- Permitted uses and disclosures
- Audit and compliance rights
- Termination and remedies

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# 18. Special Provisions for Music Content

## 18.1 Musical Recordings and Performances

Confidentiality obligations apply to:

- Original musical arrangements and compositions
- Performance recordings (audio and video)
- Teaching techniques and methodologies
- Client performances and recordings

## 18.2 Copyright and Attribution

- Instructors retain copyright to original teaching materials
  - Clients retain rights to their own performances
  - Attribution and credit are required for published works
  - Counseling content remains the intellectual property of [Ragasaheli.in](https://ragasaheli.in) and counselors
  - Client testimonials and case studies may not be used without explicit written consent
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## 19. Data Processing and Lawful Basis

### 19.1 Lawful Basis for Processing

[Ragasaheli.in](#) processes personal data only where a lawful basis exists under the DPDP Act, 2023:

1. **Consent:** Explicit, informed, and freely given consent for service delivery and content personalization
2. **Contractual Necessity:** Data processing required to fulfill service agreements
3. **Legal Obligation:** Processing required by law or regulation
4. **Safety and Security:** Processing necessary to prevent harm or detect fraud
5. **Legitimate Interest:** Processing necessary for platform improvement (anonymized data only)

### 19.2 Purposes of Processing

Personal data is collected and processed exclusively for:

- Delivering music education and counseling services
- Personalizing learning and therapeutic experiences
- Processing payments and managing subscriptions
- Communicating about services and updates
- Complying with legal obligations
- Preventing fraud and securing the platform
- Conducting analytics on anonymized user behavior

### 19.3 Data Minimization

[Ragasaheli.in](#) practices strict data minimization:

- Collecting only information necessary for stated purposes
- Retaining data only as long as needed for those purposes
- Regularly reviewing and deleting unnecessary data
- Not collecting sensitive categories of data unless explicitly required for services
- Obtaining separate consent for biometric data collection (if applicable)

### 19.4 Data Retention and Deletion

**Standard Retention Periods:**

- **User Account Data:** Duration of subscription + 1 year after termination, then deleted
- **Learning Records:** Duration of subscription + 2 years (for progress verification), then deleted
- **Counseling Records:** Duration of therapeutic relationship + 5 years (per Mental Healthcare Act), then securely destroyed



- **Payment Records:** 7 years (per tax/accounting regulations), then deleted
- **Communication Records:** 1 year, then archived and deleted
- **Marketing Data:** Until consent withdrawn, then immediate deletion
- **Backup Data:** Automatically deleted per backup retention policy (typically 30-90 days)

#### **Deletion Procedures:**

- Secure deletion methods ensuring data cannot be recovered
- Certification of deletion provided upon request
- Exceptions for legally required retention
- For counseling data: witness destruction or third-party certification

## **19.5 User Rights Under DPDP Act, 2023**

All users have the right to:

1. **Right to Confirmation and Access:** Obtain confirmation of whether their data is processed and access the data
2. **Right to Correction:** Correct inaccurate or incomplete personal data
3. **Right to Erasure:** Request deletion of personal data (with exceptions for legal obligations)
4. **Right to Portability:** Receive their data in a structured, commonly used format
5. **Right to Withdraw Consent:** Withdraw consent for data processing at any time
6. **Right to File Complaint:** Lodge complaints with the Data Protection Board

#### **Exercise of Rights:**

- Users may submit requests via account settings or email to [privacy@ragasaheli.in](mailto:privacy@ragasaheli.in)
- Requests will be processed within 30 days
- Verification of identity required for security
- No charge for standard requests

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## **20. International Data Transfers (if applicable)**

### **20.1 Data Localization**

All personal data is stored within the territory of India in compliance with the DPDP Act, 2023.

### **20.2 Cross-Border Transfers**

If international data transfers are required in future:

1. Data will only be transferred to countries approved under DPDP Act rules



2. Transfers will be subject to the same security and confidentiality standards
  3. Explicit consent will be obtained before any international transfer
  4. Standard Data Processing Agreements will be executed with international recipients
  5. Transfers will comply with applicable RBI and MEITY guidelines
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## 21. Grievance Redressal and Support

### 21.1 Confidentiality Complaint Process

Users, clients, and partners may lodge confidentiality concerns through:

**Primary Contact:**

- Email: [privacy@ragasaheli.in](mailto:privacy@ragasaheli.in)
- Response time: 7 business days

**Escalation Path:**

1. Initial response and acknowledgment
2. Investigation and fact-finding (14 days)
3. Remedial action and notification (7 days)
4. Implementation verification

### 21.2 Data Breach Notification Support

For users affected by data breaches:

- Immediate notification with details of breach
- Clear explanation of security measures being implemented
- Resources and support for affected individuals
- For counseling clients: access to counseling support services
- Regularly monitored credit reporting services (if applicable)
- No charge for breach remediation services

### 21.3 Counseling Client Support

For counseling and wellness clients:

- Dedicated confidentiality support line
- Access to independent counselors if confidentiality is breached
- Formal apology and remediation process
- Review of confidentiality practices and retraining

### 21.4 Regulatory Authorities

Users may file complaints with:



- **Data Protection Board of India:** For DPDP Act violations (once operational)
  - **Mental Healthcare Regulator:** For counseling confidentiality concerns
  - **State Consumer Commission:** For service quality issues
  - **Cyber Crime Authorities:** For criminal breaches
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## 22. Relationship to Other Policies

### 22.1 Privacy Policy

This Confidentiality Agreement supplements and incorporates [Ragasaheli.in](#)'s Privacy Policy. In case of conflict, the stricter provision applies.

### 22.2 Terms of Service

Terms of Service govern the overall use of [Ragasaheli.in](#) platform. This Agreement addresses confidentiality and data protection specifically.

### 22.3 Instructor and Counselor Code of Conduct

Instructors and counselors must comply with:

- This Confidentiality Agreement
- Professional ethics standards for their respective fields
- [Ragasaheli.in](#) Code of Conduct
- Applicable professional regulatory requirements
- Mental Healthcare Act, 2017 (for counselors)

### 22.4 Data Processing Agreement (DPA)

Service providers and business partners must execute a formal Data Processing Agreement that incorporates:

- Terms from this Confidentiality Agreement
  - Specific data processing obligations
  - Subprocessor requirements
  - Audit and compliance rights
  - Data breach notification procedures
  - Termination and data return/deletion clauses
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## 23. Trade Secrets and Proprietary Information

### 23.1 Protection of Trade Secrets



In accordance with the Protection of Trade Secrets Bill, 2024 framework, [Ragasaheli.in](https://ragasaheli.in) protects information meeting all four criteria:

1. **Non-Public:** Information not widely known or publicly available
2. **Commercial Value:** Information has economic value due to its secrecy
3. **Protected:** Reasonable steps taken to maintain secrecy (encryption, access controls, NDAs)
4. **Damage Risk:** Disclosure likely to cause competitive or financial harm

**Trade Secrets Include:**

- Proprietary matching algorithms and recommendation systems
- Financial models and pricing data
- Detailed business strategies and roadmaps
- Specific instructor performance metrics and instructional techniques
- Counselor assignment algorithms and therapeutic approach innovations
- Technology infrastructure and system architecture
- Client acquisition and retention strategies
- Competitive analysis and market intelligence

## 23.2 Indefinite Protection

Trade secrets identified under this section remain confidential indefinitely, even beyond the standard 5-year confidentiality term, as long as:

- Information maintains its non-public status
- Reasonable protective measures continue
- Disclosure would cause competitive harm

## 23.3 Reverse Engineering

Receiving parties may NOT:

- Reverse engineer software or systems to extract confidential information
- Disassemble or decompile protected code
- Create derivative works based on protected methodologies
- Use competitive intelligence gathering to circumvent confidentiality

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# 24. Survival and Severability

## 24.1 Survival

The following provisions survive termination or expiration of this Agreement:

- Confidentiality obligations (5 years for general data; indefinite for trade secrets)
- Intellectual property protection
- Indemnification provisions



- Limitation of liability
- Dispute resolution procedures
- Governing law and jurisdiction
- Counseling record confidentiality (indefinite per Mental Healthcare Act)
- Client data protection obligations

## 24.2 Severability

If any provision is found invalid or unenforceable:

1. Such provision shall be modified to the minimum extent necessary to make it valid
2. If modification is impossible, the provision shall be severed
3. Remaining provisions continue in full force and effect
4. The intent of the parties is preserved to the maximum extent possible

**Important:** If confidentiality or data protection provisions are invalidated, all confidential information shall still be treated as confidential under the existing laws of India.

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# 25. Entire Agreement and Integration

## 25.1 Complete Agreement

This Agreement, together with [Ragasaheli.in](#) Privacy Policy and Terms of Service, constitutes the entire agreement between the parties regarding confidentiality and data protection.

## 25.2 Supersedence

This Agreement supersedes all prior confidentiality agreements, understandings, and communications between the parties.

## 25.3 No Contradictions

In case of conflict between this Agreement and other [Ragasaheli.in](#) policies:

1. **Confidentiality Standards:** The provision providing maximum protection applies
2. **Data Rights:** User rights provisions are non-negotiable
3. **Breach Remedies:** The most comprehensive remedies apply
4. **Retention Periods:** The shorter retention period applies

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# 26. Acknowledgment and Acceptance

## 26.1 Acknowledgment by Users



By accessing or using [Ragasaheli.in](https://ragasaheli.in) services, all users, clients, instructors, counselors, and partners acknowledge:

- Receipt of this Agreement
- Understanding of confidentiality obligations
- Consent to data processing as described
- Agreement to comply with all terms and conditions
- Understanding of consequences for breach
- Right to review and legal counsel (if desired)

## 26.2 Acceptance Methods

Acceptance of this Agreement occurs through:

- Creating an account on the platform
- Paying for services
- Submitting personal information
- Engaging with instructors or counselors
- Continued use after modification notice period

## 26.3 Opt-Out and Alternative Arrangements

Users who do NOT accept these terms:

- Should not use [Ragasaheli.in](https://ragasaheli.in) services
- May request personal data deletion before account creation
- Will not be able to access counseling or educational services
- May contact [support@ragasaheli.in](mailto:support@ragasaheli.in) for questions about acceptance

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# 27. Amendment, Review, and Updates

## 27.1 Regular Review

[Ragasaheli.in](https://ragasaheli.in) commits to:

- Reviewing this Agreement annually or as needed
- Monitoring legal and regulatory changes
- Updating terms to reflect new laws (especially DPDP Act regulations)
- Soliciting feedback from users and stakeholders

## 27.2 Amendment Notification

Changes to this Agreement will be communicated via:

1. **In-Platform Notification:** Prominent notification upon login
2. **Email:** To registered account email address



3. **Website:** Posted on [www.ragasaheli.in/legal/confidentiality](http://www.ragasaheli.in/legal/confidentiality)
4. **Effective Date:** Clearly stated in amendments

**Notice Period:** Minimum 30 days before amendments become effective (exceptions for emergency security updates)

## 27.3 Version Control

- **Current Version:** 1.0 | Effective January 14, 2026
  - **Last Updated:** January 14, 2026
  - **Next Review Date:** January 14, 2027
  - **Version History:** Available upon request to [privacy@ragasaheli.in](mailto:privacy@ragasaheli.in)
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# 28. Contact and Support

## 28.1 Primary Contact

For questions, concerns, or requests related to this Agreement:

### [Ragasaheli.in](#) Privacy and Confidentiality Team

- Email: [privacy@ragasaheli.in](mailto:privacy@ragasaheli.in)
- Response Time: 7 business days
- Address: Bangalore, Karnataka, India

## 28.2 Escalation Contact

For serious breaches or legal matters:

### [Ragasaheli.in](#) Legal Department

- Email: [legal@ragasaheli.in](mailto:legal@ragasaheli.in)
- Phone: [To be updated with contact details]
- Mailing Address: [To be updated with registered office address]

## 28.3 Data Protection Officer (DPO)

[Ragasaheli.in](#) appoints a Data Protection Officer for DPDP Act compliance:

- DPO Contact: [dpo@ragasaheli.in](mailto:dpo@ragasaheli.in)
- Role: Overseeing data protection and confidentiality compliance
- Accessibility: Available for user inquiries regarding data protection

## 28.4 Support for Different User Types

**For Music Students:**

- Support: [support@ragasaheli.in](mailto:support@ragasaheli.in) | Discord community channel
- Confidentiality concerns: [privacy@ragasaheli.in](mailto:privacy@ragasaheli.in)



- Technical issues: [support@ragasaheli.in](mailto:support@ragasaheli.in)

**For Instructors:**

- Support: [instructors@ragasaheli.in](mailto:instructors@ragasaheli.in)
- Confidentiality concerns: [privacy@ragasaheli.in](mailto:privacy@ragasaheli.in)
- Contract matters: [legal@ragasaheli.in](mailto:legal@ragasaheli.in)

**For Counseling Clients:**

- Confidential line: [confidential@ragasaheli.in](mailto:confidential@ragasaheli.in)
- Urgent support: [Emergency counseling support number - to be added]
- Data concerns: [privacy@ragasaheli.in](mailto:privacy@ragasaheli.in)

**For Business Partners:**

- Partnership: [partnerships@ragasaheli.in](mailto:partnerships@ragasaheli.in)
- Legal/Confidentiality: [legal@ragasaheli.in](mailto:legal@ragasaheli.in)
- Data Processing: [dpo@ragasaheli.in](mailto:dpo@ragasaheli.in)

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## 29. Specific Addendums and Special Circumstances

### 29.1 Minor Users (Under 18)

For users under 18 years:

- Parent or guardian consent required for account creation
- Parent/guardian email address and contact details collected
- Educational content confidentiality maintained
- Enhanced privacy protections for minor personal data
- Annual consent renewal for continued service
- Right to account deletion at any time

### 29.2 High-Risk Data Categories

For sensitive data types (mental health, counseling, medical):

- Enhanced security measures implemented
- Limited access to authorized personnel only
- Encryption both in transit and at rest
- Additional audit and monitoring
- Faster breach notification (within 3 business days)
- Separate consent forms
- Annual security reassessment



## 29.3 Emergency Situations

In emergency situations affecting public safety or individual safety:

- [Ragasaheli.in](https://ragasaheli.in) may disclose information without consent
- Examples: Risk of suicide, imminent harm, abuse of minor
- Mental Healthcare Act, 2017 provisions strictly followed
- Disclosure limited to relevant information only
- Documented and reported to Data Protection Board
- User notification provided after emergency is resolved

## 29.4 Corporate and B2B Arrangements

For corporate clients using [Ragasaheli.in](https://ragasaheli.in) services:

- Master Data Processing Agreement required
- Role-based access controls for employee user management
- Aggregated reporting without individual data disclosure
- Compliance with corporate confidentiality policies
- Audit rights and compliance verification
- Separate contact for corporate legal matters

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# 30. Disclaimer and Liability Limitations

## 30.1 "AS IS" Disclaimer

[Ragasaheli.in](https://ragasaheli.in) provides confidentiality and data protection measures on an "AS IS" basis. While committed to highest standards, the platform:

- Cannot guarantee absolute security (no system is 100% secure)
- Cannot guarantee zero data breaches (industry standard approach)
- Implements industry-best practices and standards
- Maintains regular security audits and updates
- Provides prompt breach notification when incidents occur

## 30.2 Limitation of Liability (for Non-Breach Cases)

In cases where breach of confidentiality does NOT occur, [Ragasaheli.in](https://ragasaheli.in)'s liability is limited to:

- Direct damages only (not consequential, indirect, or punitive)
- Maximum of fees paid in the 12 months preceding the claim



- No liability for business interruption or lost profits

## 30.3 No Liability Limitation for Breaches

This limitation does NOT apply to:

- Breaches of confidentiality obligations
  - Violations of the Mental Healthcare Act, 2017
  - DPDP Act violations
  - Gross negligence or willful misconduct
  - Loss of counseling client data
  - Unauthorized disclosure of user information
- 

# 31. Compliance Certification and Audits

## 31.1 Annual Compliance Certification

[Ragasaheli.in](https://ragasaheli.in) commits to:

- Annual self-assessment of compliance with this Agreement
- Third-party security audits at least annually
- Certification of compliance signed by authorized officers
- Documentation maintained for regulatory review
- Results shared with relevant regulatory authorities as required

## 31.2 Audit Rights

Regulatory authorities and affected parties may:

- Request audit reports and compliance documentation
- Conduct on-premises audits if breach is suspected
- Require remediation plans for identified deficiencies
- Monitor remediation progress
- Access security assessment results

## 31.3 Regulatory Cooperation

[Ragasaheli.in](https://ragasaheli.in) commits to:

- Full cooperation with data protection authorities
- Timely responses to regulatory inquiries
- Provision of requested documentation
- Implementation of regulatory directives
- Regular communication with regulators



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## 32. Definition of Key Terms (Glossary)

**Confidential Information:** Any information disclosed by one party to another that is not publicly available and is marked as confidential or reasonably understood to be confidential.

**Data Breach:** Unauthorized access, use, disclosure, or destruction of personal data resulting in accidental or unlawful loss or harm.

**Data Fiduciary:** Entity ([Ragasaheli.in](https://ragasaheli.in)) that determines the purpose and means of processing personal data.

**Data Principal:** Individual (user, client, instructor, counselor) whose data is being processed.

**DPDP Act, 2023:** Digital Personal Data Protection Act, 2023 - India's primary data protection legislation.

**Disclosing Party:** Party sharing confidential information.

**Mental Healthcare Act, 2017:** Indian law governing mental healthcare and patient rights.

**Receiving Party:** Party receiving and required to protect confidential information.

**Service Provider:** Third party processing data on behalf of [Ragasaheli.in](https://ragasaheli.in).

**Trade Secret:** Information meeting all four criteria: non-public, valuable, protected, and damaging if disclosed.

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## 33. Final Provisions and Execution

### 33.1 Authority

Each signatory to this Agreement (by accepting terms) represents they have authority to:

- Enter into this binding agreement
- Commit their organization to confidentiality obligations
- Accept processing of personal data as described

### 33.2 Binding Nature

This Agreement is legally binding on:

- [Ragasaheli.in](https://ragasaheli.in) and its successors
- All users, clients, instructors, counselors, and partners
- Heirs, assigns, and authorized representatives

### 33.3 Counterparts



This Agreement may be executed in counterparts (original, scanned, electronic):

- Each counterpart constitutes an original
- Together they constitute one complete agreement
- Electronic execution (email, portal) is valid and binding

### **33.4 Waiver**

No waiver of any provision:

- Is effective unless in writing
- Constitutes a waiver of any other provision
- Precludes future enforcement
- Is implied from conduct or failure to act

### **33.5 Independence of Provisions**

If any provision is found unenforceable, the remaining provisions:

- Continue in full force and effect
- Are interpreted to give maximum effect to confidentiality
- Are applied with strict construction against breaching party

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## **Appendix A: Data Processing Agreement (DPA) Template**

Service providers and business partners must execute a DPA incorporating:

### **Key Sections:**

1. Purpose and scope of data processing
2. Categories of data processed
3. Data subject types (users, clients, instructors, counselors)
4. Processing duration and termination
5. Security measures and safeguards
6. Breach notification requirements (3-7 business days)
7. Data subject rights support
8. Subprocessor authorization requirements
9. Audit and compliance rights
10. Data return or deletion upon termination
11. Limitation of liability for breach
12. Governing law (India, specifically Karnataka)
13. Dispute resolution procedures
14. Signature and execution blocks



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# Appendix B: Counseling Confidentiality Supplement

## Additional provisions for counseling and mental health services:

1. **Absolute Confidentiality:** Counseling records are treated with highest confidentiality (indefinite protection)
2. **Therapeutic Privilege:** Counselors may limit client access to records if disclosure would harm therapeutic process
3. **Emergency Exceptions:** Limited disclosure only in genuine emergency situations with documentation
4. **Client Consent:** Separate explicit consent required for any sharing with family, relatives, or other professionals
5. **Record Retention:** 5+ years post-termination per Mental Healthcare Act requirements
6. **Secure Storage:** Encrypted, separately stored, limited access even to [Ragasaheli.in](https://ragasaheli.in) staff
7. **Destruction Protocols:** Certified destruction at termination with witness certification
8. **Counselor Obligations:** All counselors sign additional confidentiality undertaking
9. **Regulatory Compliance:** Full compliance with Mental Healthcare Act, 2017 Section 23
10. **Rights Acknowledgment:** Client acknowledgment of confidentiality rights at service initiation

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## Acknowledgment

**This Non-Disclosure Agreement and Client Confidentiality Policy has been carefully drafted to comply with:**

- The Information Technology Act, 2000
- The Digital Personal Data Protection Act, 2023
- The Mental Healthcare Act, 2017
- The Indian Contract Act, 1872
- Current best practices for data protection and confidentiality
- [Ragasaheli.in](https://ragasaheli.in)'s commitment to user privacy and professional standards

**Effective Date:** January 14, 2026

**Next Review:** January 14, 2027



Authorized by: [Ragasaheli.in](https://ragasaheli.in) Leadership Teamrks

- Derivative works created together follow joint ownership unless agreed otherwise

## 18.3 Public Performance and Broadcasting

Use of client or instructor performances for:

- Platform promotion requires explicit written consent
- Public events requires permission 30 days in advance
- Commercial use requires signed licensing agreement
- Non-commercial educational use permitted without consent (with attribution)

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# 19. Special Provisions for Counseling and Wellness Services

## 19.1 Counseling Record Confidentiality

All counseling, therapy, and wellness session records are subject to the highest level of confidentiality:

1. **Session Notes:** Therapist notes, assessments, and treatment plans are strictly confidential
2. **Audio/Video Recordings:** Session recordings are only created with explicit written consent and remain confidential
3. **Psychological Assessments:** All psychological tests, evaluations, and diagnoses are protected
4. **Client Health Information:** Medical history, mental health status, and wellness data disclosed in sessions are confidential
5. **Communication:** All communications between client and counselor (messages, notes, follow-ups) remain confidential

## 19.2 Therapist-Client Privilege

[Ragasaheli.in](https://ragasaheli.in) acknowledges and protects therapist-client privilege:

1. **Non-Disclosure:** Counselors will not disclose client information to third parties without explicit written consent
2. **Legal Protection:** Client information is protected under Indian privileged communication laws where applicable
3. **Exception for Emergencies:** Information may be disclosed only in genuine emergency situations where client or others are at immediate risk of serious harm
4. **Legal Compulsion:** Information disclosed to law enforcement only when legally compelled, with advance client notification where legally possible

## 19.3 Counseling Consent and Informed Agreement



All clients receiving counseling services must:

1. **Understand Confidentiality:** Receive clear explanation of confidentiality protections and limitations
2. **Consent to Recording:** Provide explicit written consent if sessions are to be recorded (audio/video)
3. **Acknowledge Exceptions:** Understand emergency exceptions to confidentiality (imminent harm, abuse reporting, court orders)
4. **Review Records:** Have right to access, review, and correct their own counseling records
5. **Report Abuse:** Understand mandatory reporting obligations for child abuse, elder abuse, or dependent adult abuse

## 19.4 Mandatory Reporting Obligations and Exceptions to Confidentiality

Notwithstanding confidentiality protections, [Ragasaheli.in](http://Ragasaheli.in) and its counselors must disclose confidential information in the following circumstances:

### 19.4.1 Client Safety and Harm Prevention

Confidentiality does NOT apply when [Ragasaheli.in](http://Ragasaheli.in) identifies any situation that poses **serious risk of harm to the client or others**, including but not limited to:

1. **Imminent Danger to Self:** Client poses imminent risk of suicide, self-harm, or serious physical injury
2. **Imminent Danger to Others:** Client poses imminent threat of serious violence or harm to identifiable third parties
3. **Child Abuse or Neglect:** Suspected abuse, exploitation, or serious neglect of minors
4. **Elder or Dependent Adult Abuse:** Suspected abuse, exploitation, or neglect of elderly persons or vulnerable individuals
5. **Criminal Activity Causing Harm:** Client discloses ongoing criminal activity directly threatening safety of self or others
6. **Severe Mental Health Crisis:** Client experiencing acute mental health crisis requiring emergency intervention
7. **Substance Abuse Crisis:** Immediate risk from substance abuse or overdose
8. **Sexual Abuse or Exploitation:** Current or ongoing sexual abuse or exploitation of any person

**In these situations, [Ragasaheli.in](http://Ragasaheli.in) may disclose confidential information, including counseling records and session notes, to:**

- Emergency services (police, ambulance, fire department)
- Mental health emergency crisis teams
- Hospital emergency departments
- Child Protective Services or elder care authorities
- Law enforcement investigating abuse or criminal activity
- Medical professionals providing emergency care



- Nominated emergency contacts identified by client

**Information disclosed shall be limited to what is necessary to prevent harm or facilitate emergency intervention.**

## 19.4.2 Legal Authority and Court Orders

Confidentiality does NOT apply when:

1. **Court Orders:** A court of competent jurisdiction (High Court, Supreme Court, District Court, or other statutory authority) issues a legal order requiring disclosure of confidential information
2. **Subpoena or Summons:** [Ragasaheli.in](https://ragasaheli.in) receives valid legal process (subpoena, summons, notice) compelling production of records or testimony
3. **Law Enforcement Investigation:** Authorized law enforcement agencies (police, CBI, ED, income tax authorities) provide valid legal authorization (warrant, court order, statute) requiring disclosure
4. **Regulatory Compliance:** Regulatory authorities (RBI, MEITY, mental health regulator) issue legal directive requiring information disclosure
5. **Statutory Obligations:** Information must be disclosed to comply with specific legal obligations under applicable laws
6. **Legal Proceedings:** [Ragasaheli.in](https://ragasaheli.in) is party to litigation and confidential information is relevant to legal defense or claim
7. **Duty to Warn Doctrine:** Courts determine that duty to warn a specific threatened individual overrides confidentiality

**In these situations:**

- [Ragasaheli.in](https://ragasaheli.in) shall comply with lawful legal process
- Information disclosed shall be limited to what is specifically required by the court order or legal authority
- [Ragasaheli.in](https://ragasaheli.in) will provide client notice of disclosure **before disclosure occurs, except where:**
  - Law enforcement or court explicitly prohibits advance notification
  - Notification would compromise investigation or public safety
  - Notification would interfere with arrest or criminal process
- Any delay in notification permitted by law shall be as brief as possible (typically no more than 10-15 days post-disclosure)
- [Ragasaheli.in](https://ragasaheli.in) shall assert applicable legal privileges where possible

## 19.4.3 DPDP Act and Legal Exemptions

Under the Digital Personal Data Protection Act, 2023, [Ragasaheli.in](https://ragasaheli.in) may process personal data without consent when:

1. **Prevention and Investigation of Offences:** Processing necessary to investigate, detect, or prevent criminal activity
2. **Enforcement of Legal Rights or Claims:** Processing required to establish, exercise, or defend legal rights or claims
3. **Legal Obligation:** Processing required by law or court order



4. **Public Safety and Security:** Processing necessary for public safety, national security, or public order
5. **Mergers and Acquisitions:** Processing in context of corporate restructuring with appropriate safeguards
6. **Health Emergencies:** Processing necessary for emergency health services or public health responses

[Ragasaheli.in](https://ragasaheli.in) shall comply with applicable law while maintaining maximum confidentiality protection consistent with legal requirements.

#### 19.4.4 Mental Healthcare Act, 2017 Exceptions

Under Section 23 of the Mental Healthcare Act, 2017, confidentiality of counseling records may be superseded when information is necessary to:

1. **Protect from Harm:** Protect the person with mental illness from serious harm to self
2. **Protect Others:** Protect other persons from harm or violence (Section 23(1)(c))
3. **Statutory Compliance:** Comply with mandatory reporting requirements under Indian law
4. **Court Orders:** Comply with court directives to release information (Section 23(1)(f))
5. **Public Safety:** Respond to threats to public safety and security (Section 23(1)(g))
6. **Withholding Therapeutic Information:** [Ragasaheli.in](https://ragasaheli.in) counselor may withhold specific information from client if disclosure would cause:
  - Serious mental harm to the person with mental illness (Section 23(2)(a)), OR
  - Likelihood of harm to other persons (Section 23(2)(b))

**Note:** Mental health records remain confidential unless one of these specific exceptions applies.

#### 19.4.5 No Liability for Legal Disclosures

**CRITICAL: [Ragasaheli.in](https://ragasaheli.in) IS NOT RESPONSIBLE for consequences arising from:**

1. **Court-Ordered Disclosures:** Any consequences, damages, or liability arising from disclosure made pursuant to valid court order, subpoena, or legal process. [Ragasaheli.in](https://ragasaheli.in) is following mandatory legal obligation, not voluntarily breaching confidentiality.
2. **Law Enforcement Cooperation:** Any consequences, damages, emotional harm, or privacy loss resulting from cooperation with law enforcement, regulatory authorities, or government agencies acting under legal authority. [Ragasaheli.in](https://ragasaheli.in) cannot be held liable for government actions taken with lawfully obtained information.
3. **Emergency Harm Prevention:** Any consequences of emergency disclosure made to prevent serious harm. [Ragasaheli.in](https://ragasaheli.in)'s emergency disclosure obligations supersede confidentiality and client cannot recover damages for emergency disclosures made in good faith to prevent death or serious injury.



4. **Information Misuse by Third Parties:** If legally disclosed information is misused by law enforcement, courts, or government agencies, [Ragasaheli.in](https://ragasaheli.in) is not liable for such third-party misuse beyond [Ragasaheli.in](https://ragasaheli.in)'s control.
5. **Investigation Outcomes:** Any criminal charges, civil liability, or negative consequences resulting from information disclosed pursuant to legal investigation. [Ragasaheli.in](https://ragasaheli.in) is not responsible for how law enforcement or prosecutors use lawfully obtained information.
6. **Regulatory Actions:** Any penalties, fines, license suspensions, or regulatory actions taken by authorities based on information disclosed by [Ragasaheli.in](https://ragasaheli.in) pursuant to legal requirement. Client's recourse is against the regulatory agency, not [Ragasaheli.in](https://ragasaheli.in).
7. **Publicity or Media Disclosure:** [Ragasaheli.in](https://ragasaheli.in) is not liable if court proceedings, legal records, or investigation details become public through news media, court filings, or government public records (beyond [Ragasaheli.in](https://ragasaheli.in)'s control).
8. **Retaliation or Secondary Harm:** While [Ragasaheli.in](https://ragasaheli.in) takes reasonable precautions, [Ragasaheli.in](https://ragasaheli.in) is not liable for retaliation, harassment, or secondary harm suffered by client after lawful disclosure to authorities.
9. **Unforeseeable Consequences:** [Ragasaheli.in](https://ragasaheli.in) is not liable for unforeseeable or indirect consequences resulting from legal disclosures made in compliance with lawful obligation or emergency harm prevention.

**[Ragasaheli.in](https://ragasaheli.in)'s obligations are LIMITED to:**

- Complying with valid legal orders and court directives
- Making emergency disclosures in good faith to prevent serious harm
- Limiting disclosure to information necessary for the legal purpose
- Asserting legal privileges and confidentiality protections where available
- Notifying client of disclosure where legally permissible
- Documenting disclosure and legal authority upon which it was based

**[Ragasaheli.in](https://ragasaheli.in) SHALL NOT BE LIABLE for the natural, foreseeable, or even grievous consequences of mandatory disclosures made pursuant to legal authority or emergency harm prevention.**

### 19.4.6 Client Acknowledgment of Disclosure Exceptions

All clients receiving counseling services agree to and acknowledge:

1. These exceptions to confidentiality exist and are legally mandated
2. [Ragasaheli.in](https://ragasaheli.in) must disclose confidential information in circumstances described above
3. Client has no legal recourse against [Ragasaheli.in](https://ragasaheli.in) for mandated disclosures
4. Client's remedies for improper disclosure are against the government/regulatory agency, not [Ragasaheli.in](https://ragasaheli.in)
5. Client understands and accepts these limitations on confidentiality as condition of receiving services
6. Client has opportunity to discuss exceptions with counselor before engaging in counseling



7. These exceptions are non-waivable and apply regardless of client preference or consent

**Clients who do not accept these exceptions should not engage in counseling services at [Ragasaheli.in](https://ragasaheli.in).**

**Clients will be notified of mandatory reporting before or immediately after disclosure, except where notification would interfere with investigation or emergency intervention.**

## 19.5 Psychological Harm and Liability

Counseling and wellness services are provided with the following understandings:

1. **Professional Standards:** All counselors maintain professional standards and ethical guidelines
2. **No Guarantee of Outcomes:** Mental health improvement or wellness outcomes cannot be guaranteed
3. **Client Responsibility:** Clients retain responsibility for their own mental health and life decisions
4. **Emergency Services:** Platform is not a substitute for emergency mental health services
5. **Crisis Support:** For mental health emergencies, clients should contact local emergency services or crisis helplines
6. **Informed Consent:** Clients consent to participate in counseling with full understanding of potential benefits and risks

## 19.6 Counselor Qualifications and Insurance

1. **Credentialing:** All counselors are required to maintain current professional qualifications and licenses where applicable
2. **Professional Indemnity:** Counselors are strongly recommended to maintain professional indemnity insurance covering psychological services
3. **Training:** Ongoing training and professional development are required
4. **Ethical Compliance:** All counselors comply with ethical codes and professional standards of their respective fields
5. **Platform Verification:** [Ragasaheli.in](https://ragasaheli.in) verifies counselor credentials and maintains records of qualifications

## 19.7 Client Data in Counseling Context

Client data in counseling includes:

- Psychological assessments and evaluations
- Diagnoses and treatment recommendations
- Personal history and trauma disclosed in sessions
- Medications and medical treatments discussed
- Family and relationship information
- Financial and employment situations



- Sexual orientation, gender identity, and relationship status information
- Substance use and addiction history
- Mental health diagnoses and psychiatric information

**All such information receives the highest level of protection and is subject to therapist-client privilege.**

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## 20. Acknowledgment and Acceptance

By accessing or using [Ragasaheli.in](https://ragasaheli.in), all parties acknowledge:

1. **Understanding:** Full understanding of this Agreement and its terms
  2. **Voluntariness:** Entering into this Agreement voluntarily and knowingly
  3. **Authority:** Having authority to enter into this Agreement
  4. **Legal Review:** Opportunity to seek legal counsel before signing
  5. **Binding Effect:** Agreement is legally binding and enforceable
  6. **Consent:** Explicit consent to confidentiality obligations outlined
  7. **Mental Health Services:** For counseling clients, understanding of mental health service limitations and emergency protocols
- 

## 21. Contact Information and Grievance Redressal

### 21.1 Contact Points

**For Confidentiality Concerns:**

- Email: [privacy@ragasaheli.in](mailto:privacy@ragasaheli.in)
- Support Portal: [www.ragasaheli.in/support](https://www.ragasaheli.in/support)
- Mailing Address: [Ragasaheli.in](https://ragasaheli.in), Bengaluru, Karnataka, India

**Response Timeline:** All inquiries will receive a response within **5 business days**.

### 21.2 Data Protection Officer

[Ragasaheli.in](https://ragasaheli.in) maintains a Data Protection Officer (DPO) for DPDP Act compliance:

**DPO Contact:** [dpo@ragasaheli.in](mailto:dpo@ragasaheli.in)

**Responsibilities:**

- Overseeing data protection compliance
- Receiving and responding to data subject complaints
- Conducting privacy impact assessments
- Coordinating with regulatory authorities



## 21.3 Counseling Complaints

For complaints regarding counseling or wellness services:

**Counseling Grievance Contact:** [counseling-grievance@ragasaheli.in](mailto:counseling-grievance@ragasaheli.in)

**Process:**

- File written complaint within 30 days of incident
- Grievance reviewed by supervisor and professional standards committee
- Client notified of outcome within 20 business days
- Option to escalate to professional regulatory body

**Important Limitation:** Complaints cannot be based on [Ragasaheli.in](https://ragasaheli.in)'s compliance with legal obligations to:

- Disclose information pursuant to court order or legal process
- Report suspected abuse or danger to appropriate authorities
- Comply with law enforcement requests with valid legal authorization
- Prevent serious harm or emergency situations
- Follow mandatory reporting requirements under applicable law

These actions are legal obligations, not breaches of confidentiality, and [Ragasaheli.in](https://ragasaheli.in) cannot be held liable for their consequences.

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## 21.4 Grievance Escalation

If initial response is unsatisfactory:

1. **Level 1:** Support team and DPO review (5 business days)
  2. **Level 2:** Management escalation (10 business days)
  3. **Level 3:** Legal review and formal response (20 business days)
  4. **Regulatory Complaint:** Filing with applicable data protection or mental health authorities
- 

## 22. Entire Agreement

This Agreement constitutes the entire understanding between parties regarding confidentiality and non-disclosure. It supersedes all prior agreements, understandings, and representations.

**Related Documents:** This Agreement should be read in conjunction with:

- [Ragasaheli.in](https://ragasaheli.in) Terms of Service
- Privacy Policy
- Data Processing Agreement
- Individual course agreements or contracts
- Counseling service agreements and informed consent forms



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## 23. Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions continue in effect. The invalid provision shall be modified to the minimum extent necessary to make it enforceable while preserving intent.

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## 24. Waiver

Failure to enforce any right or provision does not constitute waiver of that right. Rights may only be waived by explicit written agreement.

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## 25. Indemnity and Hold Harmless

### 25.1 Indemnification by Users and Partners

Each User, Client, Instructor, Partner, and Counselor (collectively, "Indemnifying Party") agrees to indemnify, defend, and hold harmless [Ragasaheli.in](https://ragasaheli.in), **Avijit Ventures**, and **all associated entities, subsidiaries, parent companies, affiliate firms, officers, employees, agents, and representatives** (collectively, "Indemnified Parties") from and against any and all:

1. **Third-Party Claims:** Claims, lawsuits, actions, or proceedings brought by any third party
2. **Losses and Liabilities:** All losses, liabilities, damages, penalties, fines, and costs
3. **Legal Expenses:** Reasonable attorney's fees, court costs, expert fees, and investigation costs
4. **Other Expenses:** Settlement amounts, regulatory fines, and remediation costs

arising out of or resulting from:

#### 25.1.1 User Conduct and Content

- **Unlawful Use:** Any use of [Ragasaheli.in](https://ragasaheli.in) services that violates applicable laws, regulations, or third-party rights
- **User-Generated Content:** Any content, recordings, performances, compositions, or materials uploaded, created, or shared by users
- **Intellectual Property Infringement:** Claims that user content infringes copyright, trademark, patent, or moral rights
- **Defamatory Content:** Any defamatory, harassing, abusive, or hateful content posted by user
- **Privacy Violations:** Unauthorized disclosure of third-party personal information
- **Data Misuse:** Unauthorized access, use, or disclosure of client data or instructor materials by user



### 25.1.2 Breach of Agreement

- **Confidentiality Breach:** Violation of confidentiality obligations under Sections 5, 8, and 19
- **IP Infringement:** Claims arising from user's use of proprietary platform materials
- **Prohibited Uses:** Use of platform for prohibited purposes (Section 10.1)
- **Third-Party Rights:** Infringement of third-party rights caused by user conduct
- **Misrepresentation:** False representations or warranties made by user

### 25.1.3 Client and Parent Claims

- **Educational Outcomes:** Claims by clients or parents regarding performance, grades, learning outcomes, or exam results
- **Instructional Quality:** Allegations of negligent instruction, inadequate teaching, or professional negligence
- **Client Harm:** Claims of physical, emotional, or psychological harm alleged to result from platform use
- **Personal Injury:** Any injury or damages claimed to arise from lessons or platform interaction

### 25.1.4 Counseling and Mental Health Claims

- **Psychological Harm:** Claims by clients or third parties alleging psychological harm from counseling services
- **Therapy Failure:** Claims alleging failure to improve mental health condition or wellness status
- **Negligent Therapy:** Claims of negligent, inadequate, or harmful counseling practices
- **Breach of Privilege:** Claims arising from client disclosure of therapist-client communications
- **Prescribed Harm:** Claims that counselor recommendations caused harm or injury
- **Adverse Reactions:** Claims of adverse psychological reactions to counseling interventions
- **Dependency Claims:** Claims that client became inappropriately dependent on counseling relationship
- **Boundary Violations:** Claims alleging inappropriate therapist-client relationships or boundary violations
- **Misdiagnosis:** Claims that mental health condition was misdiagnosed or incorrectly assessed
- **Medication Interactions:** Claims arising from medication recommendations or interactions discussed in counseling

### 25.1.5 Payment and Financial Claims

- **Unauthorized Transactions:** Claims arising from unauthorized or fraudulent payment activity by user
- **Chargeback Disputes:** Chargeback claims brought by user's payment processor



- **Financial Fraud:** Claims of financial fraud or misrepresentation in payment
- **Billing Disputes:** Third-party collection claims arising from user's refusal to pay

### 25.1.6 Third-Party Intellectual Property Claims

- **Copyright Infringement:** Claims that user content infringes third-party copyright
- **Musical Rights:** Claims related to unauthorized use of copyrighted music, compositions, or arrangements
- **Performance Rights:** Violations of IPRS (Indian Performing Right Society) or similar rights
- **Trademark Claims:** Use of third-party trademarks or brand elements without authorization
- **Patent Claims:** Claims of patent infringement arising from user-developed materials
- **Moral Rights:** Claims of violation of artist moral rights or attribution requirements

## 25.2 Indemnification by [Ragasaheli.in](https://ragasaheli.in)

[Ragasaheli.in](https://ragasaheli.in) agrees to indemnify, defend, and hold harmless all Users, Clients, Instructors, Counselors, and Partners (collectively, "User Indemnified Parties") from and against any and all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from:

### 25.2.1 Platform Operations and Services

- **Data Breaches:** Unauthorized access to, loss of, or misuse of user personal data by [Ragasaheli.in](https://ragasaheli.in)
- **Platform Failures:** Critical failures, outages, or service interruptions lasting more than 24 hours
- **Malware or Viruses:** Introduction of malware, viruses, or malicious code by [Ragasaheli.in](https://ragasaheli.in) systems
- **Unauthorized Access:** Unauthorized disclosure of user data due to platform security failures
- **Counselor Negligence:** Claims arising from counselor's gross negligence or failure to follow professional standards
- **Misrepresented Qualifications:** Claims that counselor qualifications were misrepresented

### 25.2.2 [Ragasaheli.in](https://ragasaheli.in) Content and Materials

- **Platform IP Infringement:** Claims that [Ragasaheli.in](https://ragasaheli.in)-created content or materials infringe third-party intellectual property rights
- **Copyrighted Content:** Unauthorized use of third-party copyrighted material in platform content
- **Defamatory Platform Content:** False, defamatory, or misleading content published by [Ragasaheli.in](https://ragasaheli.in)
- **License Violations:** Claims arising from [Ragasaheli.in](https://ragasaheli.in)'s unlicensed use of music or educational materials



### 25.2.3 Breach of Agreement

- **Confidentiality Breach:** [Ragasaheli.in](https://ragasaheli.in)'s violation of confidentiality obligations
- **Data Protection Violations:** Violations of DPDP Act, Mental Healthcare Act, or user privacy rights
- **Misrepresentation:** False representations regarding platform capabilities, instructor qualifications, or service quality
- **Regulatory Violations:** Violations of applicable laws or regulations by [Ragasaheli.in](https://ragasaheli.in)
- **Counseling Confidentiality Breach:** Disclosure of client counseling records or therapy information without authorization

### 25.2.4 Gross Negligence or Willful Misconduct

- Claims arising from gross negligence or willful misconduct by [Ragasaheli.in](https://ragasaheli.in), its officers, or employees
- Intentional violations of user rights or platform policies
- Fraud or intentional misrepresentation by [Ragasaheli.in](https://ragasaheli.in)
- Counselor gross negligence or willful violation of professional standards

## 25.3 Indemnified Parties

The following parties are protected under this indemnity clause:

1. [Ragasaheli.in](https://ragasaheli.in) - The platform entity
2. **Parent Companies** - Avijit Ventures and any current or future parent organizations
3. **Affiliate Companies** - Any affiliated entities, subsidiaries, or related firms
4. **Associated Partnerships** - Joint ventures, partnerships, and collaborative entities
5. **Officers and Employees** - All directors, officers, employees, contractors, and agents
6. **Service Providers** - Payment processors, hosting providers, and technology partners (acting in authorized capacity)
7. **Advisors and Consultants** - Legal, financial, and business advisors acting in advisory capacity
8. **Investors and Shareholders** - Equity investors and shareholders (for claims arising from platform operations)

## 25.4 Conditions of Indemnification

### 25.4.1 Notice Requirements

The Indemnified Party must provide written notice of any claim within **10 business days** of becoming aware of it, including:

1. Description of the claim and parties involved
2. Nature of damages or liability alleged
3. Relevant dates and circumstances



4. Identity of third-party claimant
5. Copies of any legal notices or court documents received

**Exception:** Failure to timely notify does not waive indemnification rights except where the Indemnifying Party is materially prejudiced by delay.

### 25.4.2 Defense and Control

1. **Indemnifier's Right to Defend:** The Indemnifying Party may, at its option, assume defense of the claim at its sole cost
2. **Cooperation Required:** The Indemnified Party must cooperate fully with the Indemnifying Party's defense
3. **No Admission:** Indemnified Party shall not admit liability or settle without Indemnifying Party's written consent (not to be unreasonably withheld)
4. **Counsel Selection:** If Indemnifying Party does not assume defense, Indemnified Party may select counsel at Indemnifying Party's expense
5. **Attorney-Client Privilege:** Communications between parties regarding defense are privileged and not waived

### 25.4.3 Mitigation Obligations

The Indemnified Party must:

1. **Mitigate Losses:** Take reasonable steps to minimize damages and losses
2. **Cease Infringing Use:** If claim involves IP infringement, discontinue infringing activity immediately upon notice
3. **Cooperate:** Provide full cooperation and information for defense
4. **Preserve Evidence:** Maintain records and evidence relevant to claim
5. **Avoid Settlement Without Consent:** Not settle or compromise claim without Indemnifying Party's written approval

## 25.5 Exclusions from Indemnification

**The Indemnifying Party shall NOT be liable for indemnification in cases of:**

1. **Indemnified Party's Negligence:** Claims arising from gross negligence, willful misconduct, or breach by Indemnified Party
2. **Modification Without Consent:** Claims arising from modifications made to platform or materials by Indemnified Party without authorization
3. **Unauthorized Use:** Claims arising from use of platform or content beyond scope authorized by this Agreement
4. **Combination with Other Services:** Claims arising from combination of platform services with non-approved third-party services
5. **Indemnified Party's IP:** Claims involving Indemnified Party's pre-existing intellectual property
6. **Compliance with Instructions:** Claims resulting from Indemnified Party following specific user instructions
7. **Force Majeure:** Claims arising from circumstances beyond Indemnifying Party's control



8. **Regulatory Changes:** Claims based on subsequently enacted or interpreted laws or regulations
9. **Third-Party Actions:** Claims arising from actions of third parties not authorized or controlled by Indemnifying Party

## 25.6 Liability Caps and Baskets

### 25.6.1 Cap on Indemnification Liability

1. **General Cap:** Total indemnification liability shall not exceed ₹1,000 maximum
2. **IP Indemnity Cap:** For intellectual property claims, cap is ₹1,000 maximum
3. **Counseling Harm Cap:** For counseling-related harm claims, cap is ₹1,000 maximum
4. **Data Breach Cap:** For data breach claims, cap is ₹1,000 maximum
5. **Per-Claim Deductible:** Claims under ₹1,000 are excluded from indemnification (basket threshold)

### 25.6.2 Aggregate Basket

- Individual claims under ₹1,000 are not counted toward indemnification
- Once aggregate of excluded claims reaches ₹1,000, indemnification obligation is triggered for amounts exceeding basket
- Basket thresholds apply only to claims not involving fraud, gross negligence, willful misconduct, or counseling malpractice

## 25.7 Survival and Duration

### 25.7.1 Survival Period

This indemnity clause survives termination of the Agreement for:

1. **General Claims:** 3 years after termination or expiration
2. **IP Infringement Claims:** 5 years after termination
3. **Data Breach Claims:** Indefinitely
4. **Counseling Malpractice Claims:** 5 years from date of claim discovery (per Indian statute of limitations)
5. **Trade Secret Claims:** Indefinitely
6. **Latent Claims:** Claims discovered after termination but arising from events during the term are covered

### 25.7.2 Statute of Limitations

Indemnification rights are exercisable within the applicable statute of limitations for the type of claim under Indian law.

## 25.8 Exclusive Remedy

Indemnification under this clause is the **exclusive remedy** for third-party claims of the type covered, except where:



1. **Injunctive Relief:** Immediate injunction is needed to prevent irreparable harm
2. **Equitable Relief:** Specific performance or other equitable relief is appropriate
3. **Carve-outs:** Claims explicitly carved out from indemnification provisions

## 25.9 Insurance Requirements

### 25.9.1 Professional Indemnity for Instructors and Counselors

All Instructors and Counselors on [Ragasaheli.in](https://ragasaheli.in) are **strongly recommended** to maintain professional indemnity insurance covering:

- Claims of professional negligence in instruction and counseling
- Allegations of inadequate teaching, therapy failure, or learning outcome failures
- Personal injury claims arising from physical instruction
- Psychological harm or adverse counseling outcomes
- Maximum coverage requirement for Instructors: ₹1,000
- Maximum coverage requirement for Counselors: ₹1,000

### 25.9.2 Platform Insurance

[Ragasaheli.in](https://ragasaheli.in) maintains:

- Cyber liability insurance covering data breaches and cyberattacks
- Professional indemnity insurance for platform services and counseling
- General liability insurance for platform operations
- Counseling services liability insurance
- Coverage limits: ₹1,000 maximum

Proof of insurance may be requested at any time.

## 25.10 Waiver of Subrogation

The Indemnifying Party waives all rights of subrogation against the Indemnified Parties and agrees not to pursue claims against them following indemnification payment (except in cases of fraud or gross negligence by Indemnified Party).

## 25.11 Indemnity Independent of Insurance

Indemnification obligations exist independently of insurance coverage. Insurance recovery does not reduce indemnification obligations, and insurance claims do not preclude indemnification claims.

## 25.12 Third-Party Beneficiaries

Indemnified Parties (including parent companies, affiliates, officers, employees, and counselors acting as representatives) are intended third-party beneficiaries of this indemnity clause and may enforce it directly.

## 25.13 Severability of Indemnity



If any portion of this indemnity clause is found unenforceable, the remaining indemnity obligations continue in full force, and the unenforceable portion is modified minimally to achieve enforceability while preserving intent.

## 25.14 Coordination with Other Provisions

### 25.14.1 Relationship to Liability Limitation

Indemnification is not subject to the liability caps in Section 14 except as specifically stated in Section 25.6. Claims arising from gross negligence, willful misconduct, fraud, data breaches, or counseling malpractice may not be subject to caps.

#### 25.14.1.1 No Liability for Legal Compliance Disclosures

[Ragasaheli.in](https://ragasaheli.in) IS NOT LIABLE and shall not indemnify any party for consequences arising from:

1. **Court-Ordered Disclosures:** Disclosure of confidential information pursuant to valid court order, subpoena, or legal process issued by competent Indian court or statutory authority
2. **Law Enforcement Cooperation:** Information shared with police, CBI, ED, or other law enforcement agencies acting under legal authority
3. **Regulatory Compliance:** Information disclosed to comply with DPDP Act, Mental Healthcare Act, RBI, MEITY, or other regulatory requirements
4. **Emergency Harm Prevention:** Disclosure made in good faith to prevent death, serious physical injury, or serious psychological harm
5. **Statutory Obligations:** Information disclosed to comply with mandatory reporting laws or legal obligations
6. **Third-Party Actions:** Any consequences of actions taken by law enforcement, courts, or regulatory authorities based on lawfully obtained information
7. **Unforeseeable Consequences:** Any indirect, consequential, or unforeseeable harm resulting from mandatory disclosures

[Ragasaheli.in](https://ragasaheli.in)'s liability limitations under Section 14 do NOT apply to claims asserting liability for legal compliance disclosures, emergency harm prevention, or court-ordered information release. However, [Ragasaheli.in](https://ragasaheli.in) IS NOT LIABLE for these disclosures when made in compliance with valid legal authority.

### 25.14.2 Relationship to Confidentiality

Indemnification applies to claims arising from breach of confidentiality (Section 11) and provides additional protection beyond remedies under Sections 12.1-12.4.

### 25.14.3 Cumulative Remedy

Indemnification is cumulative and not exclusive of other available legal remedies, except where this clause explicitly states otherwise (Section 25.8).

## 25.15 Enforcement and Procedure

### 25.15.1 Indemnified Party's Obligations



Upon receiving notice of a claim:

1. Immediately notify Indemnifying Party of all material details
2. Cease any conduct that may increase liability
3. Preserve all evidence and documentation
4. Provide full cooperation in defense
5. Allow Indemnifying Party to control defense strategy

### **25.15.2 Indemnifying Party's Obligations**

Upon receiving notice:

1. Within 5 business days, acknowledge receipt and advise of defense strategy
2. Retain qualified counsel acceptable to Indemnified Party
3. Keep Indemnified Party informed of all material developments
4. Advance legal costs (subject to recovery if indemnification is denied)
5. Actively defend claim without delay

### **25.15.3 Settlement**

- Any settlement requires written consent of both parties
- Indemnifying Party not liable for settlements made without its consent
- Indemnified Party not to refuse reasonable settlement offers
- Settlement negotiations are privileged and confidential

## **25.16 Special Provisions for Corporate Structure**

### **25.16.1 Parent Company Protection**

Avijit Ventures and any parent company of [Ragasaheli.in](https://ragasaheli.in) are Indemnified Parties under this clause, protected from claims arising from:

- Subsidiary platform operations
- Subsidiary employee or officer actions
- Subsidiary contract performance
- Subsidiary intellectual property matters

### **25.16.2 Affiliate and Associate Protection**

All affiliated entities, subsidiary companies, and associated firms are Indemnified Parties for:

- Claims arising from their support of [Ragasaheli.in](https://ragasaheli.in) operations
- Claims related to shared infrastructure or services
- Claims arising from cross-company initiatives or partnerships
- Joint ventures or collaborative arrangements with [Ragasaheli.in](https://ragasaheli.in)

### **25.16.3 Scope Not Expanded by Corporate Structure**



Protection extends to corporate affiliates only for:

- Claims arising from [Ragasaheli.in](https://ragasaheli.in) operations and services
- Support roles in platform delivery or compliance
- Joint service delivery with [Ragasaheli.in](https://ragasaheli.in)

Claims arising from affiliate's independent operations (not related to [Ragasaheli.in](https://ragasaheli.in)) are not covered.

## 25.17 Examples of Indemnifiable Claims

The following are illustrative examples of covered indemnification claims:

1. Client files suit alleging instructor negligence in teaching technique → User indemnifies
2. Copyright holder claims client uploaded copyrighted song → User indemnifies
3. Third party alleges defamatory content posted by user → User indemnifies
4. Parent sues for emotional distress from online lesson → User indemnifies
5. Client sues for psychological harm from counseling → Indemnification coverage applies based on circumstances and party responsibility
6. Instructor claims [Ragasaheli.in](https://ragasaheli.in) shared confidential teaching methods → [Ragasaheli.in](https://ragasaheli.in) indemnifies
7. Third party alleges platform code infringes their patent → [Ragasaheli.in](https://ragasaheli.in) indemnifies
8. Client's payment processor issues chargeback → User indemnifies
9. IPRS claims unauthorized streaming of copyrighted compositions → [Ragasaheli.in](https://ragasaheli.in) indemnifies (if within scope of platform license)
10. Client alleges therapist boundary violation or misconduct → Coverage depends on gross negligence determination and insurance coverage

## 25.18 Acknowledgment

All parties acknowledge:

1. Careful consideration of indemnity obligations
2. Full understanding of potential liability scope
3. Consultation with legal counsel (strongly recommended)
4. Voluntary acceptance of indemnity terms
5. Binding nature of these provisions
6. Understanding of special counseling service liability provisions

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# Appendix A: Data Categories Under DPDP Act, 2023

Personal Data Collected by [Ragasaheli.in](https://ragasaheli.in):



Category	Examples	Purpose
Identification Data	Name, email, phone, date of birth	Account creation, communication
Educational Data	Learning progress, assessments, course completion	Personalized instruction, progress tracking
Audio/Video	Lesson recordings, performance videos	Educational delivery, progress documentation
Counseling Data	Session notes, assessments, psychological evaluations	Mental health support, therapeutic services
Payment Data	Payment method, billing address, transaction history	Subscription management, invoicing
Device Data	IP address, device type, browser information	Platform analytics, security
Communication Data	Messages, support tickets, feedback	Customer support, improvement
Usage Analytics	Time spent, features accessed, content viewed	Platform optimization, anonymized reporting
Health Data	Wellness information disclosed in counseling context	Therapeutic services, mental health support

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## Appendix B: Security Measures and Standards

### Ragasaheli.in implements:

- **Encryption:** AES-256 for data at rest, TLS 1.2+ for data in transit
- **Authentication:** Multi-factor authentication for sensitive accounts
- **Access Controls:** Role-based permissions, principle of least privilege
- **Monitoring:** 24/7 security monitoring and intrusion detection
- **Backup:** Daily backups with geographic redundancy
- **Compliance:** Annual third-party security audits
- **Incident Response:** Formal procedures with designated response team
- **Vendor Management:** Security assessments of all service providers
- **Counseling Data Security:** Enhanced security protocols for mental health records
- **Encryption Standards:** Mental health data encrypted with highest standards (AES-256 minimum)
- **Access Logging:** All counseling record access logged and monitored



- **Segregated Systems:** Counseling data stored on segregated, hardened systems
- 

## Appendix C: User Rights Under DPDP Act, 2023

All users have the right to:

1. **Access:** Request and receive copy of personal data held
2. **Correction:** Update or correct inaccurate information
3. **Deletion:** Request deletion of unnecessary personal data
4. **Grievance:** File complaints with [Ragasaheli.in](https://ragasaheli.in) and regulatory authorities
5. **Withdraw Consent:** Withdraw consent for data processing at any time
6. **Data Portability:** Receive personal data in portable format for transfer
7. **Right to Explanation:** For automated decision-making, receive explanation of decisions
8. **Right to Not be Profiled:** Opt-out of profiling based on automated processing

**Requests:** Submit via [privacy@ragasaheli.in](mailto:privacy@ragasaheli.in) with identification proof.

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## Appendix D: Client Rights in Counseling Services

All counseling clients have the right to:

1. **Confidentiality:** All counseling information remains strictly confidential
2. **Privacy:** No unauthorized access to session recordings or notes
3. **Informed Consent:** Full information about counseling approach and limitations
4. **Access Records:** Review and obtain copies of their counseling records
5. **Correction:** Request corrections to counseling records
6. **Refuse Treatment:** Decline recommended counseling interventions or techniques
7. **Withdraw:** Terminate counseling services at any time
8. **Complaint:** File complaints about counselor conduct or service quality
9. **Crisis Support:** Access to crisis resources and emergency services information
10. **Professional Standards:** Right to expect counselor operates within professional ethical guidelines

**Client Rights Requests:** Submit via [counseling-support@ragasaheli.in](mailto:counseling-support@ragasaheli.in)

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## 34. Exceptions to Confidentiality – Summary for Easy Reference

**Confidentiality DOES NOT apply in these situations:**

Situation	Authority	Ragasaheli.in Action	Client Liability
Court order to disclose	Indian courts, statutory authority	Must comply with legal order	Client cannot sue for legal compliance
Child abuse suspected	Mandatory reporting law	Must report to authorities	Reporting is legal obligation, not breach
Suicide/self-harm risk	Mental Healthcare Act, 2017	May disclose to emergency services	Emergency disclosure cannot trigger liability
Threat to others	Duty to warn doctrine	May disclose to warn endangered person	Good faith harm prevention disclosure is
Police warrant/legal process	Law enforcement authority	Must comply with valid legal process	Law enforcement actions are not Ragasaheli.in's liability
Criminal activity disclosure	DPDP Act exemption	May disclose to appropriate authorities	Lawful legal process disclosure is protected
Emergency situation	Common law duty of care	May disclose to prevent serious harm	Emergency disclosures are non-actionable
Regulatory compliance	DPDP Act, RBI, MEITY directives	Must disclose as required by law	Regulatory compliance cannot trigger liability

**KEY RULE:** When [Ragasaheli.in](https://ragasaheli.in) makes disclosures in compliance with legal authority, court order, or to prevent serious harm, [Ragasaheli.in](https://ragasaheli.in) is **NOT responsible for consequences** and client cannot recover damages.

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## 26. Comprehensive Liability Waiver and Assumption of Risk

### 26.1 Waiver of All Claims

By accessing or using [Ragasaheli.in](https://ragasaheli.in) services, all users, clients, instructors, counselors, and partners ("Users") **irrevocably waive and release:**

- [Ragasaheli.in](https://ragasaheli.in) (platform entity)



- **Avijit Ventures** (parent company)
- **All affiliated entities, subsidiaries, and related companies**
- **All directors, officers, employees, agents, and representatives**
- **All investors, shareholders, advisors, and consultants**

from **any and all claims, lawsuits, damages, liabilities, losses, costs, and expenses** (including attorney's fees) arising out of or related to:

1. **Service Delivery and Performance:** Use of platform, education services, counseling services, content access, or any service provided
2. **Counseling and Mental Health:** Counseling outcomes, psychological harm, therapy effectiveness, diagnoses, treatment recommendations, or mental health support
3. **Educational Services:** Learning outcomes, grades, exam results, instructional quality, teaching methodology, or academic performance
4. **Data and Privacy:** Collection, processing, use, or disclosure of personal data (except for lawful regulatory disclosures and court-ordered disclosures)
5. **Technical Issues:** Platform outages, system failures, service interruptions, bugs, glitches, or technical problems
6. **Content and IP:** Intellectual property, copyrights, trademarks, music rights, or content on platform
7. **User Conduct:** Content posted by users, other users' actions, or third-party interference
8. **Financial Matters:** Billing disputes, payment issues, refund denials, or subscription charges
9. **Personal Injury:** Physical injury, emotional distress, or psychological harm claimed to arise from use of services
10. **Counseling Malpractice:** Negligent counseling, therapy failure, adverse psychological outcomes, or mental health deterioration
11. **Negligence:** Ordinary negligence, gross negligence, or breach of duty by [Ragasaheli.in](https://ragasaheli.in), Avijit Ventures, or any Indemnified Party
12. **Contractual Breach:** Breach of this Agreement or any related terms
13. **Regulatory Violations:** Alleged violations of data protection laws, mental health regulations, or other legal requirements
14. **Discrimination:** Claims of discrimination or unfair treatment
15. **Breach of Confidentiality:** Except for breaches resulting from gross negligence or willful misconduct by [Ragasaheli.in](https://ragasaheli.in) (not regulatory/legal compliance)
16. **Any Other Claim:** Any claim whatsoever not explicitly listed above

## 26.2 Assumption of Risk

Users **knowingly and voluntarily assume all risks** associated with:

1. **Counseling Services:** Mental health counseling is not a substitute for medical treatment; outcomes are not guaranteed; psychological harm may result
2. **Educational Services:** Learning outcomes depend on individual effort; grades and progress are not guaranteed; instruction quality varies



3. **Online Delivery:** Internet-based services carry inherent risks of data interception, service interruption, or technological failure
4. **Content Reliability:** Platform content may contain errors, become outdated, or be inaccurate; users rely on content at their own risk
5. **Third-Party Integrations:** Third-party services (payment processors, hosting providers) may fail or experience security breaches
6. **Data Breaches:** Despite security measures, data breaches are possible; users assume risk of personal data compromise
7. **Instructor and Counselor Conduct:** Instructors and counselors are independent; users assume risk of their actions or omissions
8. **Medical and Psychological Consequences:** Any physical, psychological, or medical consequences from service use

## 26.3 No Liability for Service Interruption

[Ragasaheli.in](#) and Avijit Ventures shall **have no liability** for:

1. **Outages and Downtime:** Service interruptions, platform unavailability, or system downtime for any duration
2. **Data Loss:** Loss of user data, recordings, messages, or any information stored on platform due to system failure, backup failure, or data corruption
3. **Account Suspension or Deletion:** Suspension or deletion of accounts, whether due to violation of terms, user request, or platform decision
4. **Service Changes:** Modifications to services, features, or functionality without notice or compensation
5. **Third-Party Service Failures:** Failures of payment processors, hosting providers, email services, or other third-party integrations
6. **Force Majeure Events:** Service disruption due to natural disasters, pandemics, wars, government action, or events beyond [Ragasaheli.in](#)'s control
7. **Scheduled or Emergency Maintenance:** Downtime for maintenance, security updates, or emergency repairs
8. **Cybersecurity Incidents:** Cyberattacks, hacking, or malicious interference (except where [Ragasaheli.in](#) failed to implement basic security measures)

Users agree that **loss of access to services, lost recordings, lost data, or lost educational progress carries zero liability for [Ragasaheli.in](#) and parent companies.**

## 26.4 No Liability for Counseling Outcomes

**For counseling and mental health services, Users assume complete responsibility and risk:**

1. **Therapy Effectiveness:** Counseling may not improve mental health condition; therapeutic outcomes are not guaranteed; users may not benefit from services
2. **Adverse Reactions:** Users may experience emotional distress, anxiety, depression, or psychological deterioration during or after counseling
3. **Diagnosis Accuracy:** Counselor diagnoses or assessments may be inaccurate; users should seek second opinions from medical professionals if concerned



4. **Treatment Recommendations:** Recommendations regarding medications, psychiatric care, or other treatments may be contraindicated for users' specific circumstances
5. **Counselor Competence:** Despite credentialing, counselors may lack competence in users' specific conditions or issues
6. **Therapeutic Relationship:** Therapeutic relationships may not develop; counselor-client fit may be poor; personality conflicts may occur
7. **Crisis Management:** Platform counseling is not emergency psychiatric care; users in crisis should contact emergency services, not platform counselors
8. **Mental Health Deterioration:** Users may experience mental health decline during counseling; deterioration is not [Ragasaheli.in](https://ragasaheli.in)'s liability
9. **Failure to Prevent Harm:** [Ragasaheli.in](https://ragasaheli.in) makes no guarantee of preventing self-harm, suicide, harm to others, or dangerous behavior
10. **Non-Medical Services:** Counseling is educational and supportive, not medical treatment; users should consult psychiatrists for medication management

**Users expressly acknowledge that:**

- Counseling may cause psychological harm or emotional distress
- [Ragasaheli.in](https://ragasaheli.in) and counselors are **not liable** for any such harm
- Users cannot recover damages for counseling-related adverse outcomes
- Mental health conditions are complex; platform counseling may be ineffective or harmful
- Users assume complete risk of all psychological and mental health consequences

## 26.5 No Liability for Educational Outcomes

**For music education services, Users assume complete responsibility:**

1. **Learning Progress:** Platform cannot guarantee learning progress, skill development, or achieving learning goals
2. **Grades and Assessments:** Assessments provided are instructor opinions; grades do not guarantee competence or readiness
3. **Performance Quality:** Instruction does not guarantee improved musical performance, better technique, or professional readiness
4. **Exam Success:** Users are solely responsible for exam preparation; [Ragasaheli.in](https://ragasaheli.in) provides no guarantee of exam success
5. **Competition Readiness:** Training does not guarantee readiness for professional performance, competitions, or advanced opportunities
6. **Instructor Competence:** Despite credentialing, instructors may lack skill in specific instruments, styles, or teaching methodologies
7. **Individual Variation:** Learning speed and outcomes vary; some users may not benefit from platform instruction
8. **Outdated Content:** Some course materials may become outdated; [Ragasaheli.in](https://ragasaheli.in) is not liable for curriculum changes in music pedagogy
9. **Injury from Instruction:** Physical injury from incorrect posture, technique, or instrument use is user's responsibility
10. **Frustration or Discouragement:** Difficult material, slow progress, or negative feedback may cause frustration; users assume this emotional risk



### Users expressly acknowledge:

- Educational outcomes depend primarily on user effort, not instructor quality
- [Ragasaheli.in](https://ragasaheli.in) provides no warranty of educational effectiveness
- Users cannot recover damages for unmet learning goals or educational disappointment

## 26.6 No Liability for Third-Party Actions

### [Ragasaheli.in](https://ragasaheli.in) and Avijit Ventures are not liable for:

1. **Instructor Conduct:** Actions, omissions, negligence, misconduct, or professional negligence by instructors (except gross negligence not mitigated by [Ragasaheli.in](https://ragasaheli.in))
2. **Counselor Conduct:** Counselor actions, omissions, negligence, boundary violations, or malpractice (except gross negligence with [Ragasaheli.in](https://ragasaheli.in) knowledge and failure to act)
3. **User-to-User Interactions:** Harassment, bullying, or inappropriate conduct between users in Discord or platform communities
4. **Payment Processor Actions:** Errors, fraud, or misconduct by payment processors, banks, or financial institutions
5. **Third-Party Service Providers:** Conduct of hosting providers, email services, analytics platforms, or other integrations
6. **Vendor Data Breaches:** Data breaches or security incidents at third-party service providers
7. **Hacker Actions:** Unauthorized access by hackers, fraudsters, or malicious actors (outside [Ragasaheli.in](https://ragasaheli.in)'s control)
8. **Content Posted by Others:** Defamatory, infringing, or inappropriate content posted by instructors, counselors, or other users
9. **Competitor Actions:** Actions by competitors, market forces, or industry changes
10. **Family and Social Consequences:** Relationship problems, family conflict, or social consequences arising from service use

### Users acknowledge that:

- [Ragasaheli.in](https://ragasaheli.in) cannot fully control third-party conduct
- Users assume risk of third-party actions and misconduct
- Damages from third-party conduct are not [Ragasaheli.in](https://ragasaheli.in)'s responsibility

## 26.7 No Liability for Data Breaches (with Exception)

[Ragasaheli.in](https://ragasaheli.in) shall have NO LIABILITY for data breaches, except as specifically stated:

### 26.7.1 No Liability When:

Users assume all risk of data breaches caused by:



1. **Cyberattacks:** Sophisticated hacking attacks, zero-day exploits, or advanced persistent threats
2. **Third-Party Breaches:** Data breaches at payment processors, hosting providers, or service vendors
3. **Insider Threats:** Malicious conduct by employees or contractors (despite background checks)
4. **Social Engineering:** Unauthorized access obtained through social engineering or phishing
5. **User Negligence:** Users sharing passwords, using weak authentication, or failing to enable security features
6. **Legacy Systems:** Older systems that [Ragasaheli.in](https://ragasaheli.in) inherits that may have vulnerabilities
7. **Force Majeure:** Breaches resulting from natural disasters, wars, or extraordinary events
8. **Unavoidable Breaches:** Any data breach despite [Ragasaheli.in](https://ragasaheli.in) implementing industry-standard security measures

### 26.7.2 Exception - Gross Negligence Limitation

ONLY IF [Ragasaheli.in](https://ragasaheli.in):

- Failed to implement BASIC encryption (HTTPS, TLS)
- Stored passwords in plain text
- Did NOT attempt to patch known critical vulnerabilities for 30+ days
- Explicitly ignored security warnings
- Stored all data unencrypted on publicly accessible servers

**AND a data breach results directly from this gross negligence**, liability is limited to:

- Cost of credit monitoring services (max 2 years)
- Documented out-of-pocket losses directly caused by breach (max ₹1,000)
- **NOT** for emotional distress, privacy concerns, or indirect damages

**This exception does NOT apply to:**

- Ordinary negligence (mistakes that occur despite reasonable efforts)
- Unknown or unpatched zero-day vulnerabilities
- Social engineering or user negligence
- Third-party breaches
- Confidential information disclosures made pursuant to law (Section 19.4)

### 26.7.3 No Liability for Data Breach Consequences

Users assume all liability for consequences of breaches, including:

- Identity theft resulting from leaked personal data
- Fraud or unauthorized account access
- Loss of privacy or emotional distress



- Reputational harm
- Financial losses from fraudulent transactions
- All indirect, consequential, or punitive damages
- Third-party claims based on leaked user data

**Users acknowledge:** Data breach risk is inherent in all online platforms; no system is 100% secure.

## 26.8 No Liability for Regulatory Compliance and Legal Disclosures

**Ragasaheli.in and Avijit Ventures have ZERO LIABILITY for:**

1. **Court-Ordered Disclosures:** Disclosure of user data, counseling records, or confidential information pursuant to valid court orders, subpoenas, or legal process
2. **Law Enforcement Cooperation:** Providing user data to police, CBI, ED, or other law enforcement with valid legal authorization
3. **Regulatory Disclosures:** Information disclosed to comply with DPDP Act, Mental Healthcare Act, RBI directives, or other regulatory requirements
4. **Mandatory Reporting:** Disclosure of child abuse, elder abuse, or threats to safety as required by Indian law
5. **Emergency Disclosures:** Information shared to prevent imminent death, serious physical injury, or serious mental health crisis
6. **Tax and Accounting Compliance:** Information shared with tax authorities or auditors as required by law
7. **Legal Defense:** Information disclosed by [Ragasaheli.in](https://ragasaheli.in)'s lawyers in defending litigation or regulatory proceedings

**Users expressly waive right to sue for consequences of any legally mandated disclosure.**

## 26.9 No Liability for Breach of Confidentiality (Regarding Legal Compliance)

**Specifically: Users waive claims arising from disclosure of confidential information when:**

1. **Court Orders:** Information disclosed pursuant to valid court order (no liability even if disclosure harms user)
2. **Legal Process:** Information disclosed under subpoena, warrant, or legal compulsion (no liability regardless of consequences)
3. **Emergency Situations:** Information disclosed in good faith to prevent serious harm (no liability even if disclosure proves unnecessary)
4. **Regulatory Requirements:** Information disclosed to comply with DPDP Act, Mental Healthcare Act, or other law (no liability for regulatory-mandated disclosures)
5. **Mandatory Reporting Laws:** Information disclosed under mandatory reporting obligations (no liability for compliance with legal requirements)



6. **Law Enforcement:** Information shared with police or government agencies with lawful authorization (no liability for government actions with provided information)

**Users cannot sue, recover damages, or assert breach of confidentiality claims for legally mandated disclosures.**

## 26.10 Limitation of Liability - Numerical Cap

### MAXIMUM LIABILITY CAP:

Even if [Ragasaheli.in](https://ragasaheli.in) or Avijit Ventures is found liable (in rare circumstances not covered by waivers above):

Claim Type	Maximum Liability
Educational services	₹1,000 maximum
Counseling services	₹1,000 maximum
Data breach (non-gross negligence)	₹1,000 maximum
Data breach (gross negligence only)	₹1,000 maximum
IP infringement by platform	₹1,000 maximum
All other claims	₹1,000 maximum
<b>Parent company liability</b>	<b>₹0 (zero)</b>
<b>Director/officer liability</b>	<b>₹0 (zero)</b>
<b>Investor liability</b>	<b>₹0 (zero)</b>

### Additional caps:

- Liability capped at amount paid by user in preceding 12 months (minimum cap applies)
- No liability for claims under ₹50,000 (basket threshold)
- No liability for lost profits, lost data, lost opportunity, or consequential damages
- Counselor liability claims are against counselor personally, not [Ragasaheli.in](https://ragasaheli.in)

## 26.11 No Liability for Parent Company, Avijit Ventures

**Avijit Ventures (parent company) shall have ZERO liability for:**

1. **All subsidiary claims:** Claims arising from [Ragasaheli.in](https://ragasaheli.in) operations, services, conduct, or breaches
2. **Inherited liabilities:** Liabilities acquired through ownership of [Ragasaheli.in](https://ragasaheli.in)
3. **Parental responsibility:** Avijit Ventures has no duty to supervise, correct, or ensure [Ragasaheli.in](https://ragasaheli.in) compliance
4. **Financial claims:** Claims for financial restitution, damages, or compensation
5. **Consequential damages:** Lost business, lost opportunity, or indirect damages



6. **Counseling liability:** Mental health service outcomes or counselor misconduct
7. **Data breaches:** All data breach liability belongs to [Ragasaheli.in](https://ragasaheli.in) only
8. **Regulatory violations:** DPDP Act, Mental Healthcare Act, or other violations

**Avijit Ventures is protected as:**

- Separate legal entity from [Ragasaheli.in](https://ragasaheli.in)
- Holding company with limited operational involvement
- Not party to user agreements or service delivery
- Not liable for subsidiary operations

**Users cannot pierce corporate veil or pursue parent company for subsidiary liabilities.**

## 26.12 No Liability for Directors, Officers, and Employees

**All individual directors, officers, and employees of [Ragasaheli.in](https://ragasaheli.in) and Avijit Ventures shall have ZERO personal liability for:**

1. **Service delivery failures**
2. **Data breaches or privacy violations**
3. **Negligence in supervision**
4. **Breach of contract**
5. **Regulatory violations**
6. **Counseling outcomes**
7. **Educational outcomes**
8. **Any claim arising from platform use**

**Individuals are protected:**

- Liability belongs to corporate entity only
- No individual personal liability except for willful criminal conduct
- Users cannot sue directors, officers, or employees individually
- D&O (directors and officers) liability insurance covers corporate claims

## 26.13 Waiver of Negligence Claims

**Users waive all claims arising from ordinary negligence, including:**

1. **Negligent instruction**
2. **Negligent counseling**
3. **Negligent data security**
4. **Negligent hiring of instructors/counselors**
5. **Negligent supervision**
6. **Negligent platform design**
7. **Negligent breach notification**



## 8. Negligent use of third parties

**Exception:** Only claims of **gross negligence with documented knowledge and conscious disregard** may proceed (but subject to liability caps above).

## 26.14 Exclusive Remedy - Service Cancellation

Users' **exclusive remedy** for dissatisfaction with [Ragasaheli.in](https://ragasaheli.in) services is:

1. **Account cancellation** with refund of unused portions (within 30 days)
2. **That's it** - no other remedy available

Users cannot seek:

- Damages of any kind
- Specific performance
- Injunctive relief
- Liquidated damages
- Punitive damages
- Attorney's fees or costs (except prevailing party in enforcement of this Agreement)

## 26.15 No Liability Insurance

[Ragasaheli.in](https://ragasaheli.in) and Avijit Ventures operate on a **no-liability basis**:

1. Insurance policies do NOT extend liability to users
2. Insurance is for [Ragasaheli.in](https://ragasaheli.in)'s protection only
3. Insurance claims do NOT increase compensation available to users
4. Insurance lapses do NOT increase [Ragasaheli.in](https://ragasaheli.in)'s liability

## 26.16 Acknowledgment of Waiver

By using [Ragasaheli.in](https://ragasaheli.in), users **affirmatively acknowledge**:

1. ✓ Complete understanding of no-liability waiver
2. ✓ Voluntary acceptance of all risks
3. ✓ Consultation with legal counsel regarding these waivers (STRONGLY RECOMMENDED)
4. ✓ Assumption of 100% responsibility for outcomes, risks, and consequences
5. ✓ Waiver of right to sue [Ragasaheli.in](https://ragasaheli.in), Avijit Ventures, and related entities
6. ✓ Understanding that litigation costs would exceed any potential recovery
7. ✓ Agreement that these waivers are reasonable for free or low-cost services
8. ✓ Binding nature of waivers upon account creation or service use

**Users who do NOT accept these terms should immediately discontinue service use.**

## 26.17 Severability - Waiver Provisions

If any waiver is found unenforceable:



1. All remaining waivers continue in full force
2. Unenforceable waiver is modified minimally to achieve partial enforceability
3. Intent is to protect [Ragasaheli.in](https://ragasaheli.in) and affiliates to maximum extent possible under law
4. Partial waivers are better than no waivers

**Courts should construe ambiguities in favor of enforcing waivers.**

## 26.18 Indemnity Survives Service Termination

Indemnification obligations (Section 25) and liability waivers (Section 26) survive termination of services indefinitely, covering:

1. Claims arising during service period (filed anytime thereafter)
2. Unknown claims that later emerge
3. Claims by user's heirs or estate
4. Third-party claims based on user's conduct

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## 27. No Liability Summary Chart

Type of Claim	<a href="https://ragasaheli.in">Ragasaheli.in</a> Liability	Avijit Ventures Liability	Director Liability	Note
Counseling outcomes	<b>ZERO</b>	<b>ZERO</b>	<b>ZERO</b>	Counselor personally may have liability; user's remedy is individual lawsuit
Learning outcomes	<b>ZERO</b>	<b>ZERO</b>	<b>ZERO</b>	Depends on user effort
Data breach (ordinary)	<b>ZERO</b>	<b>ZERO</b>	<b>ZERO</b>	Unless gross negligence with exception in 26.7.2
Service interruption	<b>ZERO</b>	<b>ZERO</b>	<b>ZERO</b>	No liability for outages, any duration
Lost data	<b>ZERO</b>	<b>ZERO</b>	<b>ZERO</b>	User's responsibility to back up
Legal disclosures	<b>ZERO</b>	<b>ZERO</b>	<b>ZERO</b>	Mandatory compliance required
Court-ordered disclosure	<b>ZERO</b>	<b>ZERO</b>	<b>ZERO</b>	No liability for legal



Instructor/ counselor misconduct	<i>*Minimal</i>	<b>ZERO</b>	<b>ZERO</b>	*Limited to ₹1,000 maximum; individual may have liability
IP infringement by platform	Capped at ₹1,000	<b>ZERO</b>	<b>ZERO</b>	Exception to general no-liability rule
Platform negligence (gross only)	Capped at ₹1,000	<b>ZERO</b>	<b>ZERO</b>	Only for data breaches from gross ..
<b>Parent company involvement</b>	N/A	<b>ZERO - ABSOLUTE</b>	N/A	Parent company has zero liability
<b>Individual director suit</b>	N/A	N/A	<b>ZERO - ABSOLUTE</b>	Directors cannot be sued individually

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## 28. Final Acknowledgment and Binding Effect

### 28.1 Binding Upon All Parties

This comprehensive waiver and no-liability agreement is:

- **Binding** upon users, clients, instructors, counselors, and partners
- **Enforceable** in courts of law in Bangalore, Karnataka, India
- **Survives** termination of services indefinitely
- **Non-waivable** and non-negotiable

### 28.2 Entire Understanding

This Agreement (Sections 1-28) constitutes the **entire and complete understanding** between users and [Ragasaheli.in](https://ragasaheli.in) regarding:

- Confidentiality and data protection
- Liability and risk allocation
- Indemnification
- Dispute resolution
- Terms of service
- Mental health service limitations
- Educational service outcomes



## 28.3 Supersedes Prior Agreements

This Agreement supersedes and replaces all prior:

- Confidentiality agreements
- Non-disclosure agreements
- Privacy policies
- Liability waivers
- Service terms

## 28.4 Governing Law and Jurisdiction

- **Governing Law:** Republic of India (Karnataka State), Information Technology Act 2000, DPDP Act 2023, Mental Healthcare Act 2017
- **Jurisdiction:** Exclusive jurisdiction of courts in Bangalore, Karnataka
- **No other courts:** No arbitration, no international courts, no other venues
- **Bangalore courts apply this Agreement as written**

## 28.5 Legal Review Strongly Recommended

**Users are STRONGLY ENCOURAGED to:**

1. Have an attorney review this Agreement before accepting
2. Understand waiver implications for their specific situation
3. Ask questions via [privacy@ragasaheli.in](mailto:privacy@ragasaheli.in) before engaging services
4. Retain copies of this Agreement for their records

**Failure to have legal review does NOT invalidate waivers.**

## 28.6 No Surprises - Clear Terms

Users acknowledge:

1. Terms are written in plain English (not legal jargon)
2. No hidden liability or surprise terms
3. No attempts to obscure or hide waivers
4. Transparency about [Ragasaheli.in](https://ragasaheli.in)'s no-liability approach
5. Users read and understood this entire Agreement

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# Final Version Information

**Document Title:** Non-Disclosure Agreement and Client Confidentiality Policy – [Ragasaheli.in](https://ragasaheli.in)

**Version:** 2.2 (Comprehensive Liability Waiver Edition)

**Effective Date:** January 14, 2026

**Last Updated:** January 14, 2026



**Next Review:** January 14, 2027

**Document Status:** FINAL – Comprehensive, Binding Agreement with Full Liability Waiver and Protection for [Ragasaheli.in](https://ragasaheli.in), Avijit Ventures, Directors, Officers, and Affiliate Entities

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## Key Takeaways for Users

### **Ragasaheli.in is NOT LIABLE for:**

- ✗ Counseling outcomes or psychological harm
- ✗ Educational outcomes or learning progress
- ✗ Data breaches (except gross negligence narrowly defined)
- ✗ Service outages or interruptions
- ✗ Lost data or lost recordings
- ✗ Instructor/counselor misconduct (use personal remedy)
- ✗ Third-party actions
- ✗ Court-ordered information disclosures
- ✗ Regulatory compliance disclosures
- ✗ Any claim NOT involving gross negligence

### **Ragasaheli.in IS LIABLE ONLY for:**

- ✓ IP infringement by [Ragasaheli.in](https://ragasaheli.in) (capped at ₹50L)
- ✓ Gross negligence on data security (capped at ₹25L, narrow definition)
- ✓ Willful misconduct (rare; capped at liability limits)

### **Users MUST UNDERSTAND:**

1. **No liability protection exists** for counseling mental health outcomes
  2. **Counseling may cause harm** – users assume 100% risk
  3. **Learning outcomes are user's responsibility** – not guaranteed by platform
  4. **Data may be breached** – despite security efforts, no absolute protection
  5. **Legal requirements override confidentiality** – user data may be disclosed to courts/law enforcement
  6. **Parent company has zero liability** – cannot pursue Avijit Ventures
  7. **Directors cannot be sued** – individual liability protected
  8. **No financial recovery possible** except in narrow exceptions
  9. **Exclusive remedy is account cancellation** – refund of unused fees only
  10. **These waivers are enforceable** – courts will enforce them as written
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**USERS WHO DISAGREE WITH THESE TERMS SHOULD NOT USE [RAGASAHELI.IN](https://ragasaheli.in) SERVICES.**

**By creating an account or using any [Ragasaheli.in](https://ragasaheli.in) service, you irrevocably accept all terms in this Agreement, including all liability waivers and assumptions of risk.**

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**Authorized for Distribution: [Ragasaheli.in](https://ragasaheli.in) Leadership**  
**Legal Review Completed: January 14, 2026**  
**Binding Effect: Immediate Upon User Acceptance**