

Terms and Conditions

Thank you for visiting our website – <https://snehai.org/> (“**Website**”). The Website as well as the SnehAI chatbot (“**Chatbot**”) is operated by the Population Foundation of India (“**we**”, “**us**”, “**ours**”).

These terms and conditions (“**Terms**”) apply to the use of the Population Foundation of India’s chatbot SnehAI, its Facebook page (<https://www.facebook.com/snehaiaapkidost>) and other applications, and the *Main Kuch Bhi Kar Sakti Hoon* website (collectively “**Services**”) and describe our practices. We collect your information in accordance with the Privacy Policy (“**Privacy Policy**”) when you use this Website or our Services. It is not applicable to Population Foundation’s offline and/or other online activities.

Please note that for the purposes of our Privacy Policy and our Terms, references to “**you**”, “**your**” and “**yourself**” refer to any natural person aged 18 years or above who is competent/capable of contracting within the meaning of the Indian Contract Act, 1872. If you are a minor over the age of 13 years and under the age of 18 years, your parent or guardian must agree to our Terms and Privacy Policy on your behalf. Please ask your parent or guardian to read these Terms and Privacy Policy with you, since they constitute an agreement between your legal guardian or parent and us, and to the extent permissible under applicable laws, enforceable against you. Any persons under the age of 18 years should seek the consent of their parents/legal guardians before providing any information about themselves and before accessing or using the Applications/Websites/Services. Anyone under 13 years of age is strictly prohibited from using our SnehAI Chatbot.

In all cases, you agree that that no separate act is required to make the Terms or the Privacy Policy binding on you, and that your act of visiting/accessing/using any part of the Website/services (with the consent of your parent/legal guardian if you are under 18 years) constitutes your full and final acceptance of this Privacy Policy and the Terms.

1. Who we are?

Population Foundation of India is a national non-government organisation, which promotes gender-sensitive population, health and development strategies and policies. Founded in 1970 by a group of socially committed industrialists, led by the late JRD Tata, the organisation addresses population issues within the larger discourse of empowering women and men, so that they are able to make informed decisions on their fertility, health and well-being. It works with the government, both at the national and state levels, and with NGOs, in the areas of family planning, reproductive and sexual health of adolescents, community action for health, scaling up of successful pilots and social and behaviour change communication. Population Foundation of India is guided by a governing board and an advisory council comprising distinguished persons from civil society, the government and the private sector.

The SnehAI Chatbot has been developed by the Population Foundation of India in collaboration with its technology partner, Jio Haptik Technologies Ltd, to invest in the reproductive and sexual health and rights of individuals and young adults who make up a significant proportion of the population of India and create awareness on the issues of online child sexual exploitation and abuse.

2. What is the SnehAI Chatbot? How does the Chatbot work?

The Chatbot is powered by artificial intelligence (“AI”), that means — it is not a real person; it is an AI-powered bot that has been programmed and trained to personify Sneha, the lead protagonist from the popular transmedia show — *Main Kuch Bhi Kar Sakti Hoon*. **The Chatbot is not a real person. It is a robot. If you proceed to interact/chat with the Chatbot, it is assumed that you consent to the Privacy Policy and Terms.**

The Chatbot is embedded in Facebook; you can access or communicate with it by visiting the “SnehAI-Aapki Dost” Facebook page, < <https://www.facebook.com/snehaiaapkidost> > and sending a message. To visit the SnehAI page, you must have a Facebook account, be eligible to use Facebook’s services, and, therefore, the terms of use and privacy policy of Facebook shall also be applicable to you.

SnehAI has been designed to provide appropriate, safe, and trusted information on sexual and reproductive health to adolescents. It uses videos, games, and stories to discuss socially-taboo topics such as pornography, menstruation, masturbation, contraceptives, online child sexual abuse and exploitation, online bullying, online grooming etc. It also allows individuals to share concerns or questions that they may have; for example, “*what is menstruation*”.

3. Who can use Chatbot?

You must be at least 18 years of age to use the SnehAI Chatbot. If you are between 13 and 18 years of age, please read through the Terms of Service and Privacy Policy along with your parents or legal guardian to understand eligibility before use. The Chatbot is not designed to be used by children under 13.

4. Information Obtained Through the Web Site or Services Does Not Constitute Medical, Legal, or Other Professional Advice

- **PLEASE NOTE THAT THE CHATBOT CANNOT AND WILL NOT OFFER LEGAL, CLINICAL, OR MEDICAL ADVICE. IT CAN ONLY SUGGEST YOU SEEK HELP OR DIRECT YOU TO A HELPLINE.** THE INFORMATION CONTAINED IN THIS WEB SITE OR TRANSMITTED TO YOU ELECTRONICALLY IN RESPONSE TO A MESSAGE FROM YOU IS NOT INTENDED NOR IMPLIED TO CONSTITUTE LEGAL ADVICE, MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT.
- THIS WEBSITE OR THE SNEHAI CHATBOT DOES NOT DIRECTLY OR INDIRECTLY PRACTICE MEDICINE OR DISPENSE MEDICAL ADVICE AS PART OF THIS SERVICE.
- IN ADDITION, NOTHING CONTAINED IN THIS WEB SITE OR THE USE OF OUR SERVICES IS INTENDED TO BE OR CONSTITUTES LEGAL ADVICE, AND USERS SHOULD ALWAYS SEEK THE

ADVICE OF AN APPROPRIATE ATTORNEY OR OTHER PROFESSIONAL REGARDING INDIVIDUAL QUESTIONS OR CONCERNS OF A LEGAL OR PROFESSIONAL NATURE.

- The Chatbot is not intended for use or assistance in crisis such as exploitation, fraud, abuse, ideation of suicide, harm to self and others, or for any medical emergencies. The SnehAI Chatbot cannot and will not offer medical or clinical advice. It can only suggest that users seek advanced and professional medical help. Please reach out to your location-specific suicide or counselling or law enforcement hotline in case of an emergency.
- Chats with the SnehAI chatbot are not accessed on a real time basis by anyone. Thus, in case a user reports an incident, it is not possible for any human intervention to catch it at that time. Further, our Chatbot is not trained to recognise or understand audio and video messages.
- We do not make any promises to you about how the Chatbot will work, or that you will get any particular outcome from the service.

Please note that the Chatbot is restricted in its means of response. It uses the Natural Language Understanding (“NLU”), which is a branch of AI that strives to build machines that understand and respond to text and respond with text of their own—in much the same way humans do. However, human language is filled with ambiguities and that makes it very difficult for the Chatbot to accurately determine the intended meaning of text. In case you send the Chatbot a message that it is not able to understand, it will direct you to the Main Menu. If the Chatbot is unable to understand your message, or responds in a manner that is unsuitable, or not in line with the expected response, you will be given the option to return to the Main Menu or continue your conversation with the Chatbot.

5. Availability of the Website and Chatbot

We shall use reasonable efforts to our Services available at all times. However, the Website and/or the Chatbot may not be available due to reasons outside our control such as, without limitation, while under maintenance, limited Internet or connectivity due to the services rendered by mobile service provider, etc. In such an event, you shall not hold us liable, including but not limited for any direct or indirect loss.

6. Representation, Warranties, and Disclaimer of Liability

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this Website, the Chatbot, or our services for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

The Website and Services are provided on an “as is” basis without any representation or warranties, express or implied except otherwise specified in writing. We do not warrant the quality of the Services or the Chatbot, including its uninterrupted, timely, secure or error-free provision, continued compatibility on any device, or correction of any error. Your use of any information or materials on this Website or our Chatbot is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this Website or Chatbot meet your specific requirements

The Population Foundation of India assumes no liability for any diagnosis, decision, advice, or guidance given by the Chatbot; nor any action taken in reliance upon information contained on its Website or through the use of its Services or any other internet sites linked or referred to in its Services. THE POPULATION FOUNDATION OF INDIA DOES NOT ASSUME ANY RESPONSIBILITY OR RISK FOR YOUR USE OF OUR WEBSITE, CHATBOT, OR OUR SERVICES OR THE INTERNET.

7. Links to other Websites

Our Website and the Chatbot may include/provide links to third-party websites of interest, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites, are not responsible for their privacy statements, nor do we endorse the websites. When you leave our website, we shall not be responsible for the actions taken place on the respective third-party websites, plug-ins or application. You should exercise caution and look at the privacy statement applicable to the website in question.

8. Grievance and Data Protection Officer

The Population Foundation of India has appointed a Grievance and Data Protection Officer to address any questions, complaints or grievances that you may have regarding the use of the Website, Chatbot, or our services. Following are the contact details of the officer Rizwan Shaikh (rizwan.shaikh@populationfoundation.in)

9. User Conduct

By visiting this Website and/or accessing the Chatbot via this Website, or through Facebook or through any other applications, you agree that:

- You shall use the Chatbot for your lawful and personal use only. You cannot use the Services in a manner contrary to law, such as for e.g. through the unlawful usage of data, and transmitting information or data that is unlawful or infringes any copyright, patent, trademark, trade secret, or other intellectual property rights of others.
- You shall not use the Chatbot for any commercial use.
- You will not use the Chatbot for any purposes not permitted under applicable law and these Terms. You should not use the Service in a way which violates the rights of other individuals or laws
- You shall not hack or in any way jeopardise the Chatbot or hinder the functioning of Services, especially in the form of reverse engineering or hacking the Services, attempting to gain unauthorized access to the Services (or any portion thereof), or related systems, networks, or data; or introduce anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the Website or Chatbot.
- You shall not use the Content for data mining, scraping, gathering or extraction of data, whether personal or non-personal data.
- You shall not mis-represent or mask the origin of any data, content, or other information you submit. For example, by “spoofing,” “phishing,” manipulating headers or other

identifiers, impersonating anyone else, or access the Services via another user's (Facebook) account without their permission.

- You shall not embed the Chatbot into your website, social media page, *etc* without our consent.
- You shall not use the Services in any manner that interferes with or disrupts the integrity or performance of the Services and its components.

Services Not to be Used For Anything Unlawful or Illegal

You shall not use our Services to post any content which is obscene, pornographic, defamatory, harmful for minors, discriminatory, spreading what may be considered as hate speech, inciting any form of violence or hatred against any persons, using any profanity, or violating any laws of India, or which is barred from being shared by any laws of India. We reserve the right to redact or remove such content and shall warn users to avoid further posting of such content. As and when considered appropriate by us, we shall disallow access to our Services for the violation of our Terms of Service.

10. Intellectual Property

We own the contents of the Chatbot. This Website contains material which is owned by or licensed to us. All images, illustrations, graphics, artwork, photographs, icons, sounds, video clips, text, information, data, logos, trademarks, look and feel, as well the underlying code of the Chatbot and on the Website constitutes our intellectual property. This also includes the page layout and form of the Website, the stories narrated by the Chatbot, and the messages that it sends, the design, layout, look, appearance and graphics of the Website and Chatbot (collectively referred to as "**Content**"). The chatbot *may* direct you to stories or videos on another organisation's website. The above-mentioned stories or videos do not belong to us, and we do not hold any intellectual property rights in them.

You are not entitled to duplicate, create derivative works of, display, or commercially exploit the Content, directly or indirectly without our prior written permission. Reproduction of the Content is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. Unauthorised use of this Website or the Chatbot may give rise to a claim for damages and/or be a criminal offence

11. General Provisions

- **Updating these terms:** If you choose to use the Website, the Chatbot, or our Service you will be agreeing to abide by all of the terms and conditions of this Agreement between you and the Population Foundation of India. The Population Foundation of India reserves the right to change, modify, or update these Terms at any time, so please keep visiting this page regularly. The Population Foundation of India may change, add, or remove portions of this Agreement at any time, but if it does so, it will post such changes on the Website and the Chatbot. If any of these rules or any future changes are unacceptable to you, you may discontinue visiting the Website or using our Chatbot. Your continued use of our Services now, or following the posting of notice of any changes in these operating rules, will indicate acceptance by you of such rules, changes, or modifications.

- The Population Foundation of India may change, suspend, or discontinue any aspect of our Services at any time, including the availability of any Website or Chatbot feature, database, or Content. Population Foundation may also impose limits on certain features and services or restrict you from accessing its Services, including for non-compliance with its Terms
- **Indemnification:** You agree to indemnify and hold us and (as applicable) our affiliates, officers, directors, agents, and employees, harmless from all losses, liabilities, claims, demands or expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon), asserted against or incurred by us that arise out of, as a result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by you pursuant to these Terms, your violation of any law, or violation of the rights of a third party, including the infringement by you of any intellectual property or other right of any person or entity. These obligations will survive any termination of these Terms.

12. Governing Law and Dispute Resolution

Your use of this website and any dispute arising out of such use of the website is subject to the laws of India, and any dispute shall be subject to the jurisdiction of the courts located in New Delhi, India.

13. Severability and Waiver

In case of non-compliance of these Terms, we reserve the right to take necessary action including but not limited to appropriate legal actions. Our failure to enforce any right or provision under these Terms will not be considered as waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable, the remaining clauses of these Terms will continue to be binding and remain in effect. These Terms constitute the entire agreement between you and us regarding use of the Website and the Chatbot, and supersede and replace any prior agreements we might have with you.

[Last updated on 29 December, 2021]