VMENTORZ – Mentor Terms of Engagement

Version: 1.0
Effective Date: January 29, 2026

This document constitutes the legally binding Terms of Engagement between VMENTORZ Private Limited and mentors/practitioners onboarding on the VMENTORZ platform. This version (1.0) represents the initial published and operational version of the Agreement.

All future amendments, revisions, or updates to this Agreement shall be reflected in the Version History table below and shall be communicated through official Platform channels.

Version History

Version	Effective Date	Summary of Changes
1.0	January 29, 2026	Initial published and operational version of the Mentor Terms of Engagement
1.1	November 2, 2026	Addition of Clause 12 – Professional Profile Display & Publication, covering permission to publish mentor profiles on official VMENTORZ platforms, scope of information published, profile accuracy, usage limitations, no endorsement, no additional financial entitlement, withdrawal of permission, and applicable data protection obligations.

VMENTORZ – Mentor / Practitioner Terms of Engagement

Last updated: [January 29, 2026]

These Mentor / Practitioner Terms of Engagement ("**Terms**") constitute a **legally binding agreement** between **VMENTORZ Private Limited**, having its registered office at Pune, Maharashtra, India ("**VMENTORZ**", "**Platform**", "**Company**"), and the mentor, counsellor, therapist, psychologist, psychiatrist, coach, or other professional ("**Practitioner**", "**You**").

By clicking **"I Agree"**, creating a profile, or providing services through the Platform, you acknowledge that you have read, understood, and agreed to these Terms.

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1. Nature of Engagement

1.1 You are engaged as an **independent professional / independent contractor**.

1.2 Nothing in these Terms shall be construed as creating an employer–employee, agency, partnership, or joint venture relationship between you and VMENTORZ.

1.3 You have no authority to bind, represent, or create obligations on behalf of VMENTORZ.

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2. Scope of Services

2.1 You may provide mental wellbeing, counselling, therapeutic, coaching, or related professional services strictly within the scope of your qualifications, licensing, and professional competence.

2.2 You shall exercise **independent professional judgment** at all times.

VMENTORZ does not control, direct, or influence your professional or clinical decisions.

2.3 Responsibility for services rendered to users rests **solely with you**.

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3. Professional Qualifications & Compliance

3.1 You represent and warrant that:

- You hold all valid qualifications, registrations, and licenses required under applicable Indian laws
- All information provided to VMENTORZ is accurate, complete, and up to date

3.2 You are solely responsible for:

- Maintaining valid professional registrations and licenses
- Compliance with applicable laws, council regulations, and ethical standards

3.3 VMENTORZ reserves the right to verify credentials and to suspend or terminate access if information is false, misleading, or non-compliant.

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4. No Medical Guarantees

4.1 You acknowledge that mental health and wellbeing outcomes vary between individuals.

4.2 You shall not:

- Guarantee outcomes, cures, or recovery
- Misrepresent the nature, scope, or effectiveness of services

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5. Platform Role & Limitations

5.1 VMENTORZ operates solely as a **technology and facilitation platform**.

5.2 VMENTORZ:

- Is not a medical establishment
- Does not provide diagnosis or treatment
- Is not responsible for the quality, appropriateness, or outcome of professional services provided by you

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6. Use of AI Tools & Platform Features

6.1 VMENTORZ may provide AI-enabled tools, assessments, insights, or recommendations to support platform functionality.

6.2 You acknowledge that:

- AI outputs are **supportive and non-diagnostic**
- AI tools do not replace professional or clinical judgment

6.3 You remain fully responsible for all professional advice, decisions, and interactions with users.

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7. Data Protection & Confidentiality

7.1 You acknowledge that all user information, including mental health data, is **confidential, sensitive, and protected data**.

7.2 You shall:

- Access user data strictly on a need-to-know basis
- Use such data only for providing services via VMENTORZ
- Comply with applicable data protection laws and VMENTORZ's Privacy Policy

7.3 You shall **not**:

- Store, record, copy, download, or retain user data outside the Platform
- Contact users outside authorised platform channels without explicit consent
- Disclose or reuse user data for any purpose

7.4 These obligations shall **survive termination** of this engagement.

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8. Commercial Framework

8.1 Base Professional Fee

The Practitioner may declare a base session rate for services offered through the Platform (the "Base Professional Fee").

The Base Professional Fee represents the Practitioner's reference value for services and shall form the basis for payout calculations under the Commercial Framework. The Base Professional Fee does not grant the Practitioner control over the final user-facing price displayed on the Platform.

VMENTORZ reserves the right to review Base Professional Fees to ensure market alignment, user trust, and platform sustainability.

8.2 Platform Pricing Authority

The final user-facing price displayed on the Platform may differ from the Base Professional Fee and shall be determined solely by VMENTORZ in accordance with its commercial, operational, and strategic considerations.

VMENTORZ may structure, present, bundle, or display pricing in formats including but not limited to:

- Session-based pricing
- Subscription models
- Bundled packages
- Credit-based systems

- Corporate or institutional plans
- Promotional or incentive-driven pricing

The Practitioner acknowledges that user-facing pricing is a function of the Platform's commercial framework and not solely the Base Professional Fee.

8.3 Platform Commission

VMENTORZ shall be entitled to charge a commission or platform facilitation fee for services rendered through the Platform.

The applicable commission structure shall be:

- As specified in the Practitioner dashboard, Commercial Schedule, or written communication issued by VMENTORZ; and
- Subject to revision upon prior written notice to the Practitioner.

Continued use of the Platform following such notice shall constitute acceptance of the revised commission structure. No separate execution of this Agreement shall be required for such revisions unless mandated by applicable law.

8.4 Net Payout Entitlement

The Practitioner's sole financial entitlement shall be the Net Payout calculated under the Platform's Commercial Framework.

Net Payout may be determined after adjustment for:

- Platform commission
- Promotional allocation
- Cancellation adjustments
- Refunds or chargebacks
- Applicable taxes
- Administrative or processing charges where applicable

The Practitioner acknowledges that the amount paid by a user may differ from the Net Payout received.

8.5 Promotional Campaigns & Shared Allocation

VMENTORZ may, at its sole discretion, introduce promotional campaigns, discount structures, subscription incentives, or bundled offerings designed to increase user acquisition, engagement, or session volume.

Where promotional pricing affects the user-facing price, the allocation of promotional value between VMENTORZ and the Practitioner shall be determined under the applicable campaign framework notified by VMENTORZ.

Such allocation may be structured as a shared commercial adjustment between the Platform and the Practitioner.

Platform-wide campaigns shall not require individual consent from each Practitioner.

8.6 Subscription, Credit & Incentive Models

VMENTORZ may implement subscription plans, wallet systems, loyalty incentives, prepaid credits, or bundled service offerings.

The Practitioner agrees that payout calculations under such models shall be governed exclusively by the Platform's defined commercial allocation methodology.

Participation in the Platform constitutes acceptance of such models as and when implemented.

8.7 Platform Service or Facilitation Component

VMENTORZ reserves the right, at its discretion and upon prior written notice, to introduce a service, facilitation, technology, or infrastructure component within the user-facing price to support platform operations, innovation, compliance, or growth.

The introduction of such component shall not alter the Practitioner's entitlement beyond the Net Payout determined under the Commercial Framework.

Nothing in this clause shall require individual campaign-level approval from Practitioners.

8.8 Commercial Revisions & Notice

VMENTORZ may revise elements of the Commercial Framework, including commission structures, promotional allocation methodologies, payout cycles, or pricing formats, upon prior written notice communicated through official Platform channels.

Continued use of the Platform following such notice shall constitute binding acceptance of such revisions.

8.9 No Revenue Sharing or Partnership

Nothing in this Agreement shall:

- Create a partnership or joint venture;
- Grant the Practitioner rights to Platform revenues beyond the Net Payout;
- Create profit-sharing or equity entitlements in subscription or promotional models.

The Practitioner's sole financial entitlement shall remain limited to the Net Payout as defined herein.

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9. Fees, Payments & Taxes

9.1 Fees for services shall be as displayed on the Platform and may vary by service type, duration, or category.

9.2 You expressly acknowledge and agree that:

- VMENTORZ is entitled to charge platform fees and/or commissions as notified from time to time
- Net payouts shall be released after deduction of applicable platform fees, commissions, taxes, refunds, or chargebacks

9.3 Payments are processed through third-party payment service providers.

VMENTORZ shall not be liable for delays, failures, or errors caused by payment gateways, banks, or external systems.

8.4 You are solely responsible for:

- Reporting income earned through the Platform
- Payment of all applicable taxes, including income tax and GST
- Issuance of invoices and statutory compliance

VMENTORZ bears no responsibility for your tax or statutory obligations.

9.5 Session Booking & Prepaid Sessions

Sessions on VMENTORZ are booked on a prepaid basis using platform-managed credits or other prepaid instruments. Booking a session constitutes advance reservation of professional time, irrespective of the method, pricing, promotion, discount, or mechanism used by the Platform to offer such prepaid instruments to users.

9.6 User-Initiated Cancellations & No-Shows

VMENTORZ recognises that users may book sessions during periods of emotional or mental distress and may later feel improved or choose not to proceed.

Accordingly:

- Where a user cancels a session within the permitted cancellation window, credits or prepaid value may be refunded or re-credited in accordance with Platform policy;
- Where a user cancels outside the permitted window or fails to attend a scheduled session without notice ("no-show"), a portion or all of the prepaid session value may be deducted.

Such prepaid value is platform-specific, non-transferable, and has no cash value outside the Platform, except as required by law.

9.7 Allocation of Cancellation Value (Practitioner & Platform Share)

In cases of late cancellation or no-show where prepaid session value is deducted, VMENTORZ may, in accordance with Platform policy:

- Allocate a portion of such value to the practitioner as compensation for reserved professional time; and
- Retain a portion of such value as a platform facilitation, administration, and risk-mitigation fee.

You expressly acknowledge that such allocation reflects the Platform's role in reducing cancellation-related risk, facilitating bookings, processing payments, managing user communications, and resolving disputes, and does not constitute a penalty.

9.8 Practitioner-Initiated Cancellations & No-Shows

Practitioners are expected to honour confirmed sessions as professional commitments.

Repeated, last-minute, or unjustified practitioner cancellations or no-shows may be treated as a service quality and reliability issue and may result in:

- Adjustment of payout eligibility;
- Reduction of profile visibility or ranking;
- Rating or quality score impact;
- Withholding of unsettled payouts; or
- Suspension or termination under these Terms.

9.9 Platform Discretion & Exceptional Circumstances

VMENTORZ may consider genuine emergencies or exceptional circumstances while determining appropriate outcomes.

VMENTORZ reserves the right, at its sole discretion, to determine prepaid value deductions, allocation between practitioner and Platform, payout eligibility, and corrective or quality-related actions in the interest of fairness, service quality, and platform integrity.

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10. Non-Circumvention & No-Poach

10.1 You shall not, directly or indirectly:

- Solicit, induce, or encourage any user introduced through VMENTORZ to engage with you outside the Platform
- Provide services off-platform for the purpose of avoiding platform fees or commissions

10.2 This restriction applies:

- During your engagement on the Platform
- And for twelve (12) months following the last interaction with the user via VMENTORZ

10.3 Any violation of this clause shall constitute a material breach, entitling VMENTORZ to:

- Immediate termination
- Withholding of pending payouts
- Recovery of losses, damages, or costs incurred
- Initiation of appropriate legal action

10.4 Any such legal action shall be subject to the exclusive jurisdiction of the courts at Pune, Maharashtra, India.

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11. Reviews, Ratings & Quality Control

11.1 VMENTORZ may collect, display, and use user reviews, ratings, and feedback as part of its quality assurance, trust, and safety framework.

11.2 You acknowledge and agree that:

- Reviews and ratings reflect individual user experiences and perceptions
- VMENTORZ does not guarantee the accuracy or completeness of such feedback
- Reviews and ratings may be used to assess service quality, ethical conduct, and user safety

11.3 Where a practitioner receives consistently low ratings, including ratings below three (3) stars, or where feedback indicates quality, ethical, or safety concerns, VMENTORZ reserves the right, at its sole discretion, to:

- Temporarily suspend or permanently terminate access
- Withhold pending payouts during review or investigation
- Require corrective actions or compliance measures
- Restrict or remove profile visibility

11.4 Promotional Use of Reviews

You further acknowledge and agree that VMENTORZ may showcase positive ratings, reviews, testimonials, or anonymised feedback relating to your services for promotional, marketing, or informational purposes, provided such use is not misleading or falsely represented.

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12. PROFESSIONAL PROFILE DISPLAY & PUBLICATION

12.1 Consent to Display Professional Profile

You acknowledge and agree that VMENTORZ may display and publish your professional profile on its official website, digital platforms and other official VMENTORZ platform pages for the purposes of showcasing its network of mentors and practitioners, establishing professional credibility, promoting awareness of available services, and helping prospective users discover and identify suitable professionals.

12.2 Information That May Be Published

The professional profile displayed by VMENTORZ may include, but is not limited to:

- Your name and professional photograph;
- Professional designation and title;
- Educational qualifications and certifications;
- Professional experience and areas of specialisation;
- Professional biography and introduction;
- Relevant professional registrations, credentials and affiliations; and
- Other professional information submitted or approved by you for the purpose of creating your profile.

VMENTORZ shall not intentionally publish private or personal contact information, residential address, financial information or other information unrelated to your professional profile under this provision.

12.3 Accuracy and Approval of Profile Information

You are responsible for ensuring that the professional information, qualifications, experience, credentials and other details submitted by you are accurate, current and not misleading. VMENTORZ may review, format, edit for presentation, or request clarification regarding the information provided before publication.

You shall promptly inform VMENTORZ of any material changes or corrections required to your published professional profile.

12.4 Purpose and Scope of Publication

VMENTORZ shall use your professional profile information for the professional visibility, informational and user-discovery purposes described in this clause.

This permission is limited to displaying your professional profile on official VMENTORZ websites and digital platform pages. Any separate use of your name, photograph or professional identity in paid advertisements, independent

promotional campaigns, endorsements, third-party marketing materials or other promotional activities beyond the scope described above may require additional permission, where applicable.

12.5 No Endorsement or Guarantee

The publication or display of your professional profile by VMENTORZ is intended solely for informational, professional visibility and user-discovery purposes.

Such publication shall not be construed as an endorsement, certification, guarantee or representation by VMENTORZ regarding your professional capabilities, qualifications, opinions, advice or services. Similarly, it shall not imply that you personally endorse or guarantee VMENTORZ or its services beyond the scope of your agreed association with the platform.

12.6 No Additional Financial Entitlement or Liability

You acknowledge that the display or publication of your professional profile, name, photograph, qualifications, experience and other approved professional information under this clause forms part of your professional association with the VMENTORZ platform.

Such display or publication shall not, by itself, create any additional financial obligation or liability on the part of VMENTORZ, nor entitle you to any separate fee, royalty, publicity charge, advertising fee or other compensation.

Any professional fees, session payments or other payouts arising from services delivered through the VMENTORZ platform shall continue to be governed by the applicable provisions of this Agreement or any separate written arrangement between the parties.

12.7 Corrections, Updates and Withdrawal of Permission

You may request corrections or updates to your published professional profile or withdraw your permission for its continued public display by submitting a request to VMENTORZ through its designated communication channels.

VMENTORZ shall process such requests within a reasonable timeframe, subject to applicable legal and operational requirements. Withdrawal of permission for public profile display shall not, by itself, affect other contractual obligations or the terms governing services already delivered through the platform.

12.8 Continued Applicability of Data Protection Obligations

The collection, storage, processing and use of your professional profile information shall remain subject to the applicable provisions of this Agreement, the VMENTORZ Privacy Policy, Data Protection Policy and applicable data protection laws.

Nothing in this clause shall be interpreted as reducing or replacing the confidentiality, privacy and data protection obligations of either party under this Agreement.

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13. Professional Conduct & Ethical Obligations

13.1 You shall uphold the highest standards of professional, ethical, and lawful conduct while providing services through the VMENTORZ platform.

13.2 Prohibited conduct includes, but is not limited to:

- Boundary violations or exploitation of users
- Harassment, coercion, discrimination, or abuse
- Practising outside licensed scope or competence
- Any conduct that may harm users or the reputation of VMENTORZ

13.3 Mentors shall adhere to the VMENTORZ Mentor Code of Conduct and Expected Delivery Standards, as may be issued or updated by the platform from time to time. The Code of Conduct forms part of the operational standards governing mentor behaviour and professional responsibilities on the platform.
13.4 VMENTORZ reserves the right to immediately suspend or terminate access in serious cases to protect users and the Platform.

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14. Fitness to Practise & Impairment

14.1 You represent and warrant that you shall provide services on the Platform only when you are fit, capable, and professionally competent to do so.
14.2 You shall not provide services while:

- Under the influence of alcohol, narcotics, intoxicants, or other substances that may impair judgment, responsiveness, or professional conduct; or
- Experiencing any condition, dependency, or impairment that materially affects your ability to safely, ethically, and effectively deliver services.

14.3 Practitioners are encouraged to self-assess fitness to practise and to proactively reschedule or decline sessions when unfit to provide services.
14.4 In the interest of user safety and platform integrity, VMENTORZ reserves the right, at its sole discretion, to:

- Suspend or terminate Platform access
- Withhold payouts during investigation or review
- Require corrective measures, documentation, or professional clearance
- Initiate appropriate legal or regulatory action, where warranted

14.5 Any action under this clause may be taken without prior notice where there is a reasonable risk to users.

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15. Suspension & Termination

15.1 VMENTORZ may suspend or terminate this engagement:

- For breach of these Terms
- For regulatory, legal, or reputational risk
- Or for convenience, with or without notice

15.2 Upon termination:

- Your profile and access shall be deactivated immediately
- You shall cease using the Platform
- Confidentiality, indemnity, and non-circumvention obligations shall survive

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16. Indemnity

You agree to indemnify, defend, and hold harmless VMENTORZ, its directors, officers, employees, and affiliates from any claims, losses, liabilities, penalties, regulatory actions, damages, costs, and legal fees arising from:

- Your professional services
- Breach of these Terms
- Violation of law, ethical standards, or professional obligations

This clause shall survive termination.

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17. Limitation of Liability

To the maximum extent permitted under Indian law:

- VMENTORZ shall not be liable for indirect, incidental, or consequential damages
- VMENTORZ's aggregate liability, if any, shall be limited to the platform fees earned from your services in the preceding three (3) months

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18. Intellectual Property

18.1 All Platform technology, branding, content, and intellectual property belong to VMENTORZ.

18.2 You shall not copy, misuse, or exploit VMENTORZ intellectual property without prior written consent.

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19. Platform Access & Acceptable Use

19.1 Authorised Access: Access to the VMENTORZ Platform is granted solely for the purpose of providing services in accordance with this Agreement.

The Practitioner shall:

- Use the Platform only through authorised login credentials;
- Maintain the confidentiality of account credentials;
- Immediately notify VMENTORZ of any suspected unauthorised access or security breach.

The Practitioner is responsible for all activities conducted through their account.

19.2 Prohibited Conduct

The Practitioner shall not, directly or indirectly:

- Share, transfer, or allow third parties to use their account credentials;
- Attempt to reverse engineer, decompile, modify, or interfere with Platform software or infrastructure;
- Use bots, scripts, scraping tools, automation software, or artificial mechanisms to manipulate bookings, availability, ratings, or visibility;
- Circumvent security features or access control mechanisms;
- Extract, download, copy, or harvest user data beyond authorised use;
- Engage in any conduct that disrupts, damages, or compromises the integrity, performance, or security of the Platform.

19.3 Data & System Integrity

All access to user information, session data, or platform analytics shall be strictly limited to what is necessary for legitimate service delivery under this Agreement.

Any unauthorised use, retention, or dissemination of data shall constitute a material breach.

19.4 Monitoring & Enforcement

VMENTORZ reserves the right to:

- Monitor platform activity for security, fraud prevention, and compliance purposes;
- Investigate suspected misuse or system manipulation;
- Suspend or terminate access immediately in cases of suspected technical misconduct;
- Take appropriate legal or regulatory action where necessary.

Such actions may be taken without prior notice where platform security or user safety is at risk.

19.5 No Rights Beyond Authorised Use

Nothing in this Agreement grants the Practitioner ownership, control, or rights over the Platform's software, algorithms, allocation logic, user databases, or technological systems.

Access is limited, revocable, and conditional upon compliance with this Agreement.

20. Modifications

VMENTORZ may update these Terms from time to time.

Continued use of the Platform constitutes acceptance of revised Terms.

21. Governing Law & Jurisdiction

These Terms shall be governed by the laws of India.

Courts at Pune, Maharashtra, India shall have exclusive jurisdiction.

22. Digital Acceptance

By clicking "I Agree", you confirm that:

- You have read and understood these Terms
- You are legally competent to enter into this agreement
- Your digital acceptance constitutes a valid and enforceable contract under Indian law