

Terms of Use

Terms of Use

The User shall be deemed to have accepted and agreed to the following terms and conditions upon the User's usage of this website i.e. manav@techmahindra.com which is embedded in this website

1. The term "User" shall mean the User who is browsing the website manav@techmahindra.com and using the Virtual Human.
2. The domain address manav@techmahindra.com is owned by TechMahindra Limited ("Tech Mahindra"). All content present on this Site, including all the software, text, images, graphics, video and audio used on this Site, is exclusive and proprietary material owned by Tech Mahindra.
3. The Virtual Human shall mean:
A simulated digital entity powered by artificial intelligence, designed to interact with users in a natural and human-like manner. This feature may include functionalities such as real-time speech recognition, language understanding, voice synthesis, facial expressions, gestures, and contextual responses, tailored to enhance user engagement and experience.

Output" shall mean

Any content, data, or response generated by the Virtual Human as a result of user interaction or system processes. This includes, but is not limited to, text, voice, animations, and actionable insights derived from the Virtual Human algorithms and input data

4. The Tech Mahindra name and logo are trademarks which belong to and are owned by Tech Mahindra. These trademarks may not be used in any manner whatsoever without priorwritten consent from Tech Mahindra.
5. By using the Site, the User agrees to follow and be bound by the following terms and conditions and these terms and conditions may be revised or modified at any time by Tech Mahindra without any notice to the User:
 - o You represent and warrant that; (a) you are competent; and (b) can enter into a legally binding contract. You further represent and warrant that you are 18 years or older and that You have the right, authority and capacity to use the Site and Site Services. If you are below 18 years of age, we will assume that You are accessing, browsing or using the Site under the supervision of your parent or legal guardian and that Your parent or legal guardian has read and agreed to the Terms of Use on your behalf. In the event that we find out that You are under the age of 18 and are accessing, browsing or using the Site without the supervision of your parent or legal guardian, we reserve the right to terminate Your right to access, browse or use the Site, including, but not limited to, deactivating your account, without further notice.
 - o We grant You a limited license to access the Site. This license is subject to and

conditioned on compliance with the Site Terms of Use and, to the extent applicable and applicable law.

- Tech Mahindra and its licensors retain all intellectual property rights in the Site and related services. Manav and Tech Mahindra logos and names are trademarks of Tech Mahindra.
- Nothing in the Terms of Service grants You the right to use any Manav and Tech Mahindra trademarks.
- When You post any content on or through the Site, You understand and acknowledge that You are solely responsible for such content. Further, You agree to only post or provide content that does not violate the law or anyone's rights (including intellectual property rights).
- No material from this site may be copied, modified, reproduced, republished, uploaded, transmitted, posted or distributed in any form without prior written permission from Tech Mahindra. All rights not expressly granted herein are reserved.
- Unauthorized use of the materials appearing on this Site may violate copyright, trademark and other applicable laws, and could result in criminal or civil penalties. TechMahindra may monitor access to the Site.
- Tech Mahindra may terminate the User's access to the Site at any time for any reason. The provisions regarding disclaimer of warranty, accuracy of information, and indemnification shall survive such termination.
- Tech Mahindra makes no warranties, express or implied, including, without limitation, those of non-infringement, accuracy, completeness merchantability and fitness for a particular purpose, with respect to any information, data, statements or products made available on the Site.
- The Site, and all content, materials, information, software, products and services provided on the Site, are provided on an "as is" and "as available" basis.
- Tech Mahindra shall have no responsibility for any damage to User's computer system or loss of data or any other losses that results from the download of any content, materials, information or usage of the Site.
- User will not mislead anyone that the Output is human generated, also User shall not represent or warrant any third party on behalf of Tech Mahindra or the Site

User will not use the Site to generate content that expresses or promotes hate, harassment, or violence, exploits or harms children, encourages self-harm, presents illegal, sexual, political, harmful, false, deceiving or misleading information, misuses personal data, contains malware, unsolicited bulk content, ransomware, viruses, or other software

- Tech Mahindra does not guarantee accuracy of any Output generated by the Site. Given the probabilistic nature of machine learning, and artificial intelligence, use of Site may in some situations result in incorrect Output that does not accurately reflect the action generated. The User shall evaluate the accuracy of any Output and shall not rely on Tech Mahindra to do so.

- User agrees and acknowledges that its use of the Site is on its own discretion, and it shall be fully responsible for any unauthorized use or use in non-compliance with these Terms of Use of the Site.

- Tech Mahindra may unilaterally change or discontinue any aspect of the Site at anytime, including its content or features.
- Tech Mahindra will not be liable for damages of any kind, including without limitation, direct, indirect, incidental or consequential damages (including, but not limited to, damages for lost profits, business interruption and loss of programs or information) arising out of the use of or inability to use the Site, or any information provided on the Site, or for any other reason whatsoever.
- The User agrees to indemnify, defend and hold Tech Mahindra harmless from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of or relating to any misuse by the User of the content and services provided on the Site.
- The information contained in the Site has been obtained from sources believed to be reliable. Tech Mahindra disclaims all warranties as to the accuracy, completeness or adequacy of such information.
- The Site may contain links to third-party websites. The Site may also contain applications that allow you to access third-party websites via the Site. Such third-party websites or applications are owned and operated by the third parties and/or their licensors. The inclusion of any link or application on the Site does not imply that we endorse the linked site or application, and you use the links and third-party websites on an "as is" and "as available" basis at your own risk without any warranty from Tech Mahindra for any purpose.
- The User agrees that Tech Mahindra is not responsible for the availability of, and content provided on, third party web sites. The User is requested to peruse the policies posted by other web sites regarding privacy and other topics before use. Tech Mahindra is not responsible for third party content accessible through the Site, including opinions, advice, statements and advertisements, and the User shall bear all risks associated with the use of such content. Tech Mahindra is not responsible for any loss or damage of any sort that the User may incur from dealing with any third party.
- Any information or content expressed or made available by a third party is that of the respective author(s) or distributor(s) and not of Tech Mahindra. Tech Mahindra neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, information, or statement made on the Site by anyone other than Tech Mahindra's authorized agents acting in their official capacities.

Virtual Human

Welcome to Tech Mahindra Ltd ("TechM") Manav. These Terms of Use ("Terms") govern your use of the virtual human

1. Acceptance of Terms

By using this Virtual Human, you acknowledge that you have read, understood, and agree to be bound by these Terms. These Terms apply to all users ("Users") of the Virtual Human. In the event of any disagreement with Terms herein, User is advised to recuse itself from using the Virtual Human.

Subject to your adherence with the Terms and applicable laws, User is granted

a non-exclusive, non-transferable, non-sublicensable, revocable and royalty-free limited license to use the Site and the Virtual Human.

If you distribute or make available the responses from the Site or the Virtual Human or its Materials, or any derivative works thereof, to a third party, in any manner, you must provide a copy of these Terms and any other applicable terms to such third party.

2. Description of Service

Virtual Human require User to login. A **Virtual Human** refers to a computer-generated, human-like character that can interact with real humans in a virtual environment. In the coming time, the capabilities and knowledge base of the Virtual Human may change as it will be improved & refined further with additional data and/or training. TechM reserves the right at all times to update or modify Virtual Human's functionality without any prior notice whatsoever. The Virtual Human is hosted in India.

3. Use of the Virtual Human

a. Compliance with Laws

You agree to use Virtual Human in compliance with all applicable laws and regulations. You are solely responsible for your conduct while using the Virtual Human. Users also acknowledge that interactions may be monitored to ensure compliance with these Terms and to prevent misuse of Virtual Human or violation of applicable laws and reported to appropriate authorities or any other investigative agencies. Any information collected pursuant to use of Virtual Human may also be required to be shared where access, use, preservation, or disclosure of the same is necessary to meet any applicable law, regulation, legal process, or enforceable governmental request.

b. User

Responsibilities

You agree not to:

- Use the Virtual Human for any unlawful purpose or in any way that could harm, disable, overburden, or impair the Virtual Human in any manner whatsoever.
- Interfere with the security of, or otherwise abuse, the Virtual Human or any services, system resources, accounts, servers, or networks connected to or accessible through the Virtual Human
- Provide any sensitive data, intellectual property, personal information or infringe any third-party rights during your usage of the Virtual Human.
- Use Virtual Human in any manner including but not limited to commercial use or which is meant for seeking any professional advice including but not limited to financial, medical, legal domains in any manner whatsoever.
- Rely on any information/data/response provided by the Virtual Human and are solely responsible for verifying the accuracy and completeness of the provided response/data/information.
- Feeding personal data in any manner whatsoever (directly or indirectly) while raising the query. TechM takes no guarantee and/or any legal obligation/liability for protection/security of such unrequired personal data by User.

- c. Use of any third-party materials or software or open-source software forming part of Site or the Virtual Human will be subject to their own license terms and the applicable flow through provisions. Tech Mahindra assigns such rights as available to Tech Mahindra and on 'pass through basis only'. Any use of the Open-Source Components shall be governed by, and subject to, the terms and conditions of the Open-Source License (s).
- d. Tech Mahindra makes no warranty or specific representations or undertakings that: (a) the Site or the Virtual Human will meet your requirements; (b) the Site or the Virtual Human will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of the Site or the Virtual Human or any services offered through the Site will be accurate or reliable (d) regarding the operation, reliability and adequacy of the Site or the Virtual Human or the Output. TECH MAHINDRA WILL HAVE NO LIABILITY OR RESPONSIBILITY ARISING IN ANY WAY FROM THE USE OF THE SITE OR THE VIRTUAL HUMAN OR ANY ERRORS OR OMISSIONS CONTAINED IN THE OUTPUT.
- e. User accepts that the Site and the Virtual Human utilizes complex technologies and models in order to deliver the envisaged Output, such that it may not always be practicable or possible to explain why certain outputs or decisions were provided by the Virtual Human.
- f. Tech Mahindra does not claim any ownership in the information/data/content fed by the User in the Virtual Human Interface or the Site or in any of the Output.

4. Intellectual Property

All content and responses generated by the Virtual Human are provided on "AS IS" & "AS AVAILABLE" basis. TechM does not claim any ownership rights including but not limited to any intellectual property rights in the response/information/data provided by Virtual Human in pursuance to the queries raised by User.

5. Limitation of Liability

TechM takes no responsibility for response/information/data in response to queries raised by User. TechM shall in no circumstances be liable for any actions taken based on the response and/or information provided by Virtual Human, including but not limited to any direct, indirect, consequential, special, punitive and incidental damage

a. Disclaimer of Warranties

- i. The Virtual Human provides responses on a "as is" and "as available" basis without warranties of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, accuracy or completeness of any information, satisfactory quality or non-infringement of intellectual property rights of any third party and quiet enjoyment, and any warranties arising out of any course of dealing or trade usage;
- ii. Virtual Human will provide information based on the document uploaded by the User, User is suggested to validate the authenticity of the response/data/information as provided.
- iii. TechM does not warrant that the performance or output of the Virtual Human will be uninterrupted, error-free, or secure or available at any particular time or location and/or free of external viruses or other harmful components.
- iv. The Virtual Human may include third party links to third party websites if mentioned in the document uploaded by the User, services, or resources that are not controlled or maintained by us. When you access such third-party links through our Virtual Human, you do so at your own risk. You acknowledge that TechM is not liable for any loss or damage that may arise from your use of such third-party links.

6. Data Privacy

As stated above, Virtual Human does not require submission of personal data/information which has potential to directly/indirectly identify the User and/or any third party. TechM takes no guarantee and/or any legal obligation/liability for protection/security of such unrequired personal data by User. By using the Virtual Human, you consent to our collection and use of non-personal information as outlined in our Privacy Policy. User understands, acknowledges and consents that all the queries raised with Virtual Human and their response(s) thereto shall be retained by TechM for internal business reasons including services improvement & enhancement and/or for audit purpose(s)

In the event where the Virtual Human requires submission of personal data of User alone for responding to any query, TechM shall ensure to have necessary technical & organizational measures in place for protection & security of such personal data. Further, User understands, acknowledges and consents that TechM shall be permitted to retain the said personal data for serving the internal business purposes including services improvement & enhancement and/or for audit purpose(s)

7. Modifications to the Terms

We reserve the right to modify these Terms at any time. TechM is under no obligation to notify of any changes in the Terms. Your continued use of the Virtual Human after the effective date of the revised Terms constitutes your acceptance of the changes.

8. Governing Law

These Terms are governed by and construed in accordance with the laws of India, without regard to its conflict of law principles. User agrees to submit to the exclusive jurisdiction of the courts located in Pune, India, to resolve any dispute arising out of or relating to these Terms or your use of the Virtual Human or the Site.

9. Contact Us

If you have any questions about these Terms, please contact us at manav@techmahindra.com.