

Terms of Use

DANES NATURAL CURATIVES — Effective Date: [●]

These Terms of Use (“**Terms**”) govern your access to and use of the website located at www.danes.in (Website), operated by Danes Natural Curatives (also referred to in these Terms as “**Danes**”, “**we**”, “**us**”, or “**our**”), a proprietary concern registered at 295, 100 Feet Road, Indiranagar, Bengaluru — 560 038, Karnataka, **India**[1].

These Terms have been drafted in compliance with (i) the Indian Contract Act, 1872, (ii) the (Indian) Information Technology Act, 2000, and the rules, regulations, guidelines and clarifications framed thereunder, including (iii) the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 (“**SPI Rules**”), (iv) the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 (“**IG Rules**”), (v) the Consumer Protection (E- Commerce) Rules, 2020, as amended in 2021 (“**E-Commerce Rules**”), and (vi) the Digital Personal Data Protection Act, 2023, and the rules framed thereunder (“**DPDP Act**”), to the extent applicable, and other applicable laws in force in India.

By accessing the Website, creating an account, booking a consultation, or purchasing any product, you confirm that you have read, understood, and agree to be bound by these Terms in their entirety, together with our Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms, you must immediately discontinue your use of the Website.

IMPORTANT — PLEASE READ CAREFULLY: Danes sells over-the-counter medicinal products and prescription-only medicinal products including hemp and cannabis-based formulations under applicable Indian law. These products may only be purchased by persons above the age of 18 years and prescription-only medicinal products can be purchased solely on the basis of a valid prescription issued by a registered medical practitioner. Nothing on this Website constitutes medical advice, and your use of this Website does not create a doctor-patient relationship unless you have completed a formal consultation with a registered Danes physician.

1. Definitions

In these Terms, unless the context otherwise requires:

- (a) “**Account**” means a registered user account created on the Website by providing personal details and credentials.
- (b) “**Consultation**” means an online tele-consultation or in-person medical consultation conducted by a Registered In-House Practitioner on the Danes platform.
- (c) “**OTC Products**” means over-the-counter wellness and hemp-based products that do not require a prescription.
- (d) “**Prescription**” means a valid written order issued by a Registered In-House Practitioner licensed under the Indian Medical Council Act, 1956, or the National Commission for Allied and Healthcare Professions Act, 2021, authorising the supply of a Rx Product to a named patient.
- (e) “**Registered Practitioner**” means a medical doctor or Ayurvedic practitioner holding a valid registration with the Medical Council of India, the Central Council of Indian Medicine, or the relevant State Medical Council, who is authorised to conduct tele-consultations under the Telemedicine Practice Guidelines, 2020 and who is registered as an In House Practitioner with Danes.
- (f) “**Registered In-House Practitioner**” means a medical doctor or Ayurvedic practitioner holding a valid registration with the Medical Council of India, the Central Council of Indian Medicine, or the relevant State

Medical Council, who is authorised to conduct tele-consultations under the Telemedicine Practice Guidelines, 2020 and who is registered as an In House Practitioner with Danes.

- (g) **“Rx Products”** means prescription-only medicinal products including hemp and cannabis-based Ayurvedic formulations that may only be purchased on the basis of a valid Prescription.
- (h) **“Services”** means the Website, user account, tele-consultation facility, product catalogue, order management, and all associated features offered by Danes.
- (i) **“User”, “you”, or “your”** means any person who accesses or uses the Website.

2. Eligibility and Age Verification

The Website and Services are available only to persons who meet all of the following eligibility criteria:

- a) **Age.** You must be 18 years of age or above to access, register on, or purchase any product from this Website. Persons below the age of 18 may access the Website only with the active supervision and written consent of a parent or legal guardian, who assumes full responsibility for all activities and purchases made under the account.
- b) **Residency.** You must be a resident of India. The Website may be accessible outside India but only Users located in India can purchase any products or do tele-consultation. Danes does not represent that the products listed on the Website are lawful or available for purchase in any other jurisdiction[2].
- c) **Permitted use.** You must not be accessing the Website for the purpose of purchasing products for resale, redistribution, or any commercial purpose without Danes’ express prior written consent.

Danes reserves the right to verify your age and identity at any point, including at account creation, at the time of uploading the prescription, and at the time of delivery. If you provide false information about your age or identity, your account will be immediately terminated, your order will be cancelled, and you may be reported to the appropriate authorities.

3. User Accounts

To access certain features of the Website, including order tracking, prescription uploads, and tele-consultation booking, you must create an Account. The following terms apply to your Account:

- a) **Registration information.** At the time of account creation, you will be required to provide your full name, mobile number, email address (to which a one-time password will be sent for verification), [3] and shipping address. You may be asked to provide additional information at the time of consultation or purchase.
- b) **Accuracy of information.** You warrant that all information you provide during registration and at any subsequent stage is accurate, complete, and up to date. You agree to promptly update your account information if any details change. Danes shall not be liable for any error, loss, or harm arising from information that is inaccurate or out of date.
- c) **Account security.** You are solely responsible for maintaining the confidentiality of your account credentials including your mobile number, password, and OTP. You agree not to share your credentials with any third party. Any activity conducted under your account will be deemed to have been carried out by you, and you accept full responsibility for it.
- d) **Unauthorised access.** If you suspect any unauthorised access to your account, you must notify Danes immediately by writing to privacy@dan.es.in. Danes shall not be liable for any loss arising from unauthorised use of your account before you have notified us.
- e) **Termination by Danes.** Danes reserves the right to suspend or permanently terminate your account if you are found to have provided false information, violated these Terms, or engaged in any activity that is unlawful or harmful to Danes, other users, or third parties.
- f) **Account deletion.** You may request deletion of your account at any time by writing to _____@dan.es.in[4]. Upon deletion, your personal account data will be removed from Danes’ active systems, subject to our legal obligation to retain certain records as described in our Privacy Policy.

4. Products — OTC and Prescription-Only

Danes offers two categories of products on the Website:

4.1 Over-the-Counter (OTC) Products. Certain wellness products offered by Danes do not require a prescription and may be purchased directly by eligible users. These products are manufactured and sold in compliance with the Drugs and Cosmetics Act, 1940, and applicable AYUSH regulations.

4.2 Prescription-Only (Rx) Products. Danes sells hemp and cannabis-based Ayurvedic medicinal formulations that are classified as prescription-only medicines under applicable Indian law, including the Drugs and Cosmetics Act, 1940, AYUSH regulations, and guidelines issued by the Central Drugs Standard Control Organisation (CDSCO). The following terms apply specifically to Rx Products:

- a) **Prescription requirement.** Rx Products may only be purchased by users who hold a valid Prescription issued by a registered practitioner. A Prescription is valid for a period of six (6) months from the date of issue, subject to the prescribing practitioner's instructions. A single valid Prescription may be used for multiple purchases within the validity period.
- b) **How to provide a Prescription.** You may provide a Prescription in one of the following ways: (i) upload a legible copy of a Prescription issued by your own registered physician through the designated upload feature on the Website, or (ii) complete a Consultation with a Registered In-House Practitioner on the Danes platform, following which a Prescription will be issued if clinically appropriate.
- c) **Prescription verification.** Any Prescription uploaded by you will be verified for authenticity and validity by Danes' clinical team before your order is processed. Danes reserves the right to decline an order if the Prescription is found to be invalid, expired, illegible, tampered with, or issued for a condition for which the product is not indicated.
- d) **Warranty as to Prescription authenticity.** You warrant that any Prescription uploaded by you is genuine, valid, and was issued specifically for you. Uploading a forged, altered, or third-party prescription is a criminal offence under the Indian Penal Code, 1860, the Drugs and Cosmetics Act, 1940, and other applicable statutes. Danes will report any suspected fraudulent prescription to the appropriate authorities.
- e) **No guarantee of Prescription.** Danes does not guarantee that a Prescription will be issued following a Consultation. The decision to prescribe rests solely with the Registered In-House Practitioner, based on clinical assessment. Completion of a Consultation does not entitle you to a Prescription or to any particular product.
- f) **Personal use only.** Rx Products are prescribed for your personal use only. You may not transfer, resell, share, or redistribute any Rx Product or Prescription to any third party. Such conduct may constitute a criminal offence under the Narcotic Drugs and Psychotropic Substances Act, 1985 (NDPS Act) and the Drugs and Cosmetics Act, 1940.

4.3 Product Information. Danes endeavours to ensure that all product descriptions, ingredients, indications, and warnings displayed on the Website are accurate. However, the information provided is for general informational purposes only and does not substitute for the advice of a Registered Practitioner. Product formulations, pricing, and availability are subject to change without notice. Danes will endeavour to notify you of any changes that affect an order already placed.

5. Tele-Consultation Services

Danes offers tele-consultation services conducted by Registered In-House Practitioners in compliance with the Telemedicine Practice Guidelines, 2020 issued by the Board of Governors of the Medical Council of India in conjunction with NITI Aayog (Telemedicine Guidelines). The following terms govern your use of this service:

- a) **Medical history.** Prior to your Consultation, you will be asked to complete a medical history questionnaire. You agree to provide accurate, complete, and honest responses to all questions. Danes' Registered In-House Practitioners will rely on the information you provide to assess your condition and make clinical recommendations. Providing false, incomplete, or misleading information may result in an incorrect assessment or inappropriate prescription, for which Danes and its practitioners shall bear no liability.
- b) **Scope of consultation.** A tele-consultation conducted through the Danes platform is a medical consultation for the purposes of the Telemedicine Guidelines. It constitutes a limited scope clinical interaction and is not a substitute for an in-person physical examination, emergency medical care, or specialist diagnostic services. Danes' practitioners may recommend an in-person consultation where clinically indicated.
- c) **Mode of consultation.** Tele-consultations are conducted by video call, voice call, or asynchronous messaging, as agreed between you and the Registered In-House Practitioner.
- d) **Recording.** Tele-consultations are not recorded by Danes by default. If a recording is to be made for clinical or safety purposes, you will be informed at the start of the session and your explicit consent will be obtained. You may decline recording without affecting your right to the Consultation.
- e) **Genuine use.** You agree to use the tele-consultation only for genuine medical purposes. You may not conduct a consultation on behalf of another person without disclosing this to the Registered In-House Practitioner. Where you are attending the consultation as the caregiver of a minor or incapacitated person, you must identify yourself and your relationship at the outset.
- f) **Post-consultation records.** Following your Consultation, a clinical note will be prepared by the Registered In-House Practitioner and retained in your medical records. If a Prescription is issued, a copy will be provided to you and retained by Danes in accordance with the Telemedicine Guidelines and the applicable retention requirements under Indian law.
- g) **Consultation fees.** Consultation fees, where applicable, are non-refundable once the Consultation has taken place. If a Consultation cannot be completed due to a technical failure on Danes' side, Danes will reschedule the Consultation or issue a credit at its discretion.
- h) **Prescription limitations.** The Telemedicine Guidelines impose restrictions on the categories of medicines that may be prescribed through tele-consultation. Danes' Registered In-House Practitioners will only prescribe medicines that are permissible under the Telemedicine Guidelines and applicable AYUSH regulations. Danes does not guarantee that any particular product will be prescribed following a Consultation.

6. Orders, Payment, and Delivery

6.1 Placing an Order. By placing an order on the Website, you make an offer to purchase the product(s) at the stated price, subject to these Terms. Danes reserves the right to accept or decline any order for any reason, including stock unavailability, prescription verification failure, or suspected fraud. Your order is confirmed only upon receipt of a written confirmation from Danes to your registered email address.

6.2 Pricing. All prices displayed on the Website are in Indian Rupees (INR) and are inclusive of applicable taxes unless otherwise stated. Prices are subject to change without notice. The price applicable to your order is the price displayed at the time you place the order, unless an error is subsequently identified, in which case Danes will notify you and give you the option to proceed at the correct price or cancel your order.

6.3 Payment. Danes accepts payment by UPI, credit card, debit card, and net banking through its payment gateway partners. Danes does not store any payment card details on its systems. All payment transactions are processed by Danes' payment gateway partners and are subject to their respective terms and privacy policies. You are responsible for any transaction fees charged by your bank or payment provider.

6.4 Delivery. Danes delivers products directly to the address specified in your account. Delivery timelines are indicative only. Danes works with third-party logistics partners for certain deliveries. You acknowledge that your name, address, and phone number will be shared with Danes' logistics partners for the sole purpose of completing delivery. Danes is not responsible for delays caused by logistics partners, incorrect addresses, or circumstances beyond its control.

6.5 Cancellations and Returns. You may cancel an order before it has been dispatched by contacting Danes at @danes.in. Once dispatched, orders for medicinal products including Rx Products may not be cancelled or returned due to the nature of the products and applicable regulatory requirements, unless the product is found to be defective, damaged, or incorrectly supplied. In such cases, please contact Danes within 48 hours of receipt of the order.

6.6 Consumer Protection. Your statutory rights as a consumer under the Consumer Protection Act, 2019, and the Consumer Protection (E-Commerce) Rules, 2020 are not affected by these Terms. In particular, you have the right to receive accurate information about the products you purchase, to file a complaint with Danes' grievance officer, and to approach the appropriate consumer forum if your complaint is not resolved satisfactorily.

7. Hemp and Cannabis-Based Products — Regulatory Notice

The following clause contains important information about the legal and regulatory status of hemp and cannabis-based products sold by Danes. Please read it carefully before placing any order for such products.

- a) **Regulatory status.** Danes sells hemp and cannabis-based Ayurvedic formulations that are manufactured and supplied in compliance with the Drugs and Cosmetics Act, 1940, AYUSH regulations, and applicable state drug licensing requirements. These products contain hemp-derived compounds and are formulated for therapeutic use under medical supervision.
- b) **Personal use and NDPS Act.** Hemp and cannabis-based products prescribed by Danes are for your personal therapeutic use only. You agree not to misuse, share, resell, redistribute, or modify any such product in any manner. Any such conduct may constitute an offence under the Narcotic Drugs and Psychotropic Substances Act, 1985, and may result in criminal liability.
- c) **Prescription compliance.** The prescription of hemp-based medicinal products is subject to the limitations imposed by the Telemedicine Practice Guidelines, 2020 and applicable AYUSH and CDSCO guidelines. Danes' Registered In-House Practitioners will only prescribe products that are lawfully prescribable through telemedicine or in-person consultation under current regulations.
- d) **Drug interactions.** Hemp and cannabis-based products may interact with other medications, including blood-thinning medications, antidepressants, and cardiac medications. You must disclose all current medications and medical conditions to the Registered In-House Practitioner before the product is prescribed. Danes and its practitioners shall not be liable for any adverse interaction arising from your failure to disclose.
- e) **Therapeutic claims.** The therapeutic claims made by Danes in relation to its products are based on Ayurvedic principles and available clinical evidence. They have not necessarily been evaluated or approved by CDSCO or any other drug regulatory authority for the specific indications described. You are advised to consult your treating physician before using any Danes product alongside conventional medication.^[5]
- f) **No export.** Danes does not export its products outside India. Carrying hemp or cannabis-based products across international borders may be unlawful in the relevant jurisdiction and may violate the NDPS Act in India. Danes disclaims all liability for any consequences arising from a customer's attempt to transport such products internationally.

8. Prohibited Conduct

You agree that you will not, in connection with your use of the Website or Services:

- a) Upload, transmit, or share any forged, altered, or fraudulent prescription or medical document.
- b) Impersonate any person, including a medical practitioner or Danes employee, or misrepresent your identity or age.
- c) Access the Website for the purpose of reselling, redistributing, or commercially exploiting Danes' products without express written authorisation.
- d) Use the Website in any manner that violates any applicable Indian law or regulation, including the Information Technology Act, 2000, the Drugs and Cosmetics Act, 1940, the NDPS Act, 1985, and the Consumer Protection Act, 2019.

- e) Attempt to gain unauthorised access to any part of the Website, another user's account, or Danes' systems or servers.
- f) Upload or transmit any virus, malware, or other harmful code through the Website.
- g) Scrape, harvest, or systematically extract data from the Website without Danes' prior written consent.
- h) Use the tele-consultation service for any purpose other than a genuine medical consultation for yourself or a person in your care.
- i) Engage in any conduct that is abusive, defamatory, or threatening toward Danes' staff, doctors, or other users.

9. Intellectual Property

All content on the Website, including text, graphics, logos, product formulations, images, audio-visual material, user interface designs, and software is the proprietary intellectual property of Danes Natural Curatives or its licensors and is protected under the Copyright Act, 1957, the Trade Marks Act, 1999, and other applicable Indian and international intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, revocable licence to access and use the Website for personal, non-commercial purposes only, in accordance with these Terms. You may not reproduce, copy, adapt, modify, distribute, publicly display, create derivative works from, or otherwise exploit any content or intellectual property from this Website without Danes' prior written consent.

10. Disclaimer of Warranties and Limitation of Liability

10.1 Website availability. Danes' endeavours to make the Website available at all times but does not warrant that it will be uninterrupted, error-free, or free from viruses or other harmful components. The Website is provided on an 'as is' and 'as available' basis.

10.2 Medical disclaimer.

- a) **General Content.** The information provided on the Website, including product descriptions, health content, and any content not generated during a Tele-Consultation or General Consultation, is for informational purposes only and does not constitute medical advice. This general content does not create a doctor-patient relationship except where a formal Consultation with a Registered In-House Practitioner has been completed. You should not rely solely on information from this Website for any medical decision. Always consult a qualified healthcare professional for advice specific to your condition.
- b) **Tele-Consultations.** Where you engage in a formal Tele-Consultation with a Registered In-House Practitioner through the Website in accordance with these Terms, such Consultation constitutes medical advice provided by the Practitioner, governed by the Telemedicine Practice Guidelines, 2020 issued under the Indian Medical Council (Professional Conduct, Etiquette and Ethics) Regulations, 2002, and applicable law. A doctor-patient relationship is established between you and the Practitioner solely for the duration and purpose of that Consultation, and solely with respect to the specific Registered In-House Practitioner conducting it not with the Company or the Website as a platform.
- c) **Limitations of Tele-Consultation.** You acknowledge that a Tele-Consultation conducted remotely or virtually is subject to inherent limitations, including the absence of physical examination, and that the Practitioner's advice is based solely on the information, symptoms, and history you provide. You agree to provide accurate and complete information during any Tele-Consultation. The Practitioner may, at their professional discretion, recommend an in-person examination where the Tele-Consultation format is insufficient to provide safe or adequate advice, and you agree to seek such in-person care where so advised. The Company is not a party to the doctor-patient relationship formed during a Tele-Consultation and is not liable for the professional medical advice, diagnosis, or treatment provided by any Registered In-House Practitioner.

- d) **Emergency Care.** The Website and Tele-Consultations are not intended for medical emergencies. If you are experiencing a medical emergency, you must seek immediate in-person emergency care and not rely on the Website or any Consultation.

11. Indemnity & Limitation of liability.

11.1 Indemnification. You shall defend, indemnify and hold harmless Danes, its officers, directors, employees, affiliates and agents from any actual and direct claims, losses, liabilities, costs and expenses (including reasonable legal fees) arising from (i) Your misuse of Danes platform by providing false, incorrect, misleading or fraudulent information; (ii) violation of the Terms or Applicable laws by You; (iii) your breach of the representations made in these Terms or (iv) your violation of any third party rights.

11.2 Limitation of Liability. To the maximum extent permitted by applicable Indian law, Danes, its proprietor, directors, employees, and agents shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or in connection with your use of the Website or the Services, including but not limited to: (i) any adverse medical outcome arising from your use of a product in a manner inconsistent with the registered practitioner/Registered In-House Practitioner's advice; (ii) any loss or damage arising from your failure to disclose accurate medical information during a Consultation; or (iii) any technical failure, delay, or interruption to the Website or the tele-consultation service. In no event shall the aggregate liability arising out of or relating to the use of the Website or the products and services shall not exceed the aggregate amount paid by the User for the product(s) purchased or services availed on the Website. Nothing in this clause limits Danes' liability for death or personal injury caused solely by Danes' gross negligence, or for any liability that cannot be excluded under applicable law.

12. Privacy and Data Protection

Danes collects, processes, and stores Your personal data including sensitive health and medical information as part of providing the Services. The manner in which Danes handles your personal data is set out in detail in Danes' Privacy Policy, which forms part of these Terms and is available at [URL]. By using the Website, you consent to the collection and use of your personal data as described in the Privacy Policy.

Your personal data is processed in compliance with the Digital Personal Data Protection Act, 2023 (DPDP Act). You have the right to access, correct, and request deletion of your personal data, and to withdraw consent for its use, subject to the limitations described in the Privacy Policy or subject to applicable laws.

Each Party shall notify the other without undue delay, and in any event within seventy two (72) hours, upon becoming aware of a personal data breach affecting information processed under this Agreement, and shall cooperate to investigate and mitigate it

To exercise any of these rights, please write to _____@danes.in.

13. Grievance Officer and Consumer Complaints

In accordance with the Consumer Protection (E-Commerce) Rules, 2020 and the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, Danes has designated a Grievance Officer to address complaints and concerns relating to the Website, Services, and products:

Grievance Officer	Karan Proprietor, Danes Natural Curatives
Email	_____@danes.in
Address	295, 100 Feet Road, Indiranagar, Bengaluru — 560 038, Karnataka
Response time	Within 48 hours of receipt. Resolution within 30 days.

If your complaint is not resolved to your satisfaction, you may approach the appropriate consumer forum under the Consumer Protection Act, 2019, or the Data Protection Board of India under the DPDP Act, 2023.

14. Amendments to These Terms

Danes reserves the right to amend these Terms at any time. If we make a material change, we will notify you by email to your registered address or by posting a prominent notice on the Website, at least 15 days before the change takes effect. Your continued use of the Website after the effective date of any amendment constitutes your acceptance of the revised Terms. If you do not accept the amended Terms, you must stop using the Website and may request deletion of your account.

15. Third-Party Links and Platforms

The Website may contain links to third-party websites, platforms, or services including payment gateways, logistics partners, and tele-consultation platforms^[6]^[7]. These links are provided for convenience only. Danes does not endorse, control, or accept responsibility for the content, privacy practices, or availability of any third-party website or service. Your use of any third-party platform is governed by that platform's own terms and privacy policy.

16. Force Majeure

Danes shall not be liable for any delay or failure to perform its obligations under these Terms where such delay or failure arises from circumstances beyond Danes' reasonable control, including but not limited to natural disasters, pandemics, government orders, regulatory changes, supply chain disruptions, third-party logistics failures, or internet service interruptions. Danes will use reasonable endeavours to resume normal operations as soon as practicable.

17. Governing Law and Dispute Resolution

- a) **Governing law.** These Terms are governed by and construed in accordance with the laws of India, including the Indian Contract Act, 1872, the Consumer Protection Act, 2019, the Information Technology Act, 2000, the Drugs and Cosmetics Act, 1940, and the DPDP Act, 2023. Subject to clause 17(b) the Parties agree to submit to the exclusive jurisdiction of the courts at Bangalore, India, in respect of any dispute arising out of or in connection with this Terms.
- b) **Dispute resolution.** In the event of any dispute arising out of or in connection with these Terms, the parties will first attempt to resolve the dispute through good-faith negotiation. If the Parties are unable to settle any dispute, claim or controversy arising out of or relating to this Agreement within 15 days of the dispute arising then any dispute or any issues pertaining to the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined in accordance with the Arbitration and Conciliation Act 1996 along with all amendments.
- c) Parties shall mutually appoint a sole arbitrator. The sole arbitrator may conduct the arbitration proceedings. The seat and venue of such arbitration shall be Bangalore, India. The governing law of the Agreement shall be the substantive law of India. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the Parties.
- d) The Parties shall have the right to apply to a court of competent jurisdiction to obtain interim injunctive relief in respect of any dispute, pending resolution of such dispute in accordance with the Terms.
- e) **Consumer rights preserved.** Nothing in this clause prevents you from approaching the appropriate consumer forum under the Consumer Protection Act, 2019, or the Data Protection Board of India under the DPDP Act, 2023.

18. Miscellaneous

- a) **Severability.** If any provision of these Terms is held to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, such provision will be severed from these Terms and the remaining provisions will continue in full force and effect.
- b) **Waiver.** Any failure by Danes to enforce any provision of these Terms shall not constitute a waiver of that provision or of Danes' right to enforce it in the future.
- c) **Entire agreement.** These Terms, together with the Privacy Policy and any other policies referenced herein, constitute the entire agreement between you and Danes with respect to your use of the Website and Services, and supersede all prior agreements, understandings, or representations relating to the same subject matter.
- d) **Assignment.** You shall not assign or transfer any rights or obligations under these Terms without Danes' prior written consent. Danes may assign its rights and obligations under these Terms to any successor entity in the event of a restructuring, merger, or change of ownership.

Document Information

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Effective date	[●]

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