

Last updated: 13 January 2022

Terms and Conditions

This document contains terms and conditions (“**Terms**”) and is an electronic record pursuant to the provisions of the Information Technology Act, 2000 (“**IT Act**”), and rules made thereunder. Further, this electronic record is generated by a computer system and does not require any physical or digital signatures. This electronic record is published in accordance with the relevant provisions of the Information Technology Act, 2000 and rules made thereunder.

1. GENERAL

- 1.1. Please note that the mobile application under the name and style of ‘*TrueFan*’ (the “**Platform**”) is owned, managed and operated by Hogwarts E-learning Universe Private Limited, a private limited company incorporated under the provisions of the Companies Act, 2013 having its registered office at 26, Vandana Apartment Patparganj, New Delhi – 110092 (hereinafter collectively referred to as the (“**Company**”, “**We**”, “**Us**”, or “**Our**”).
- 1.2. For the purpose of these Terms herein above, wherever the context so requires the term “**You**”, “**you**” “**Your**”, “**your**”, or “**User**”, shall mean and include any person who visits, uses or accesses the Platform, creates the Account (*as defined below*) and/or avails Service(s) (*as defined below*) on the Platform.
- 1.3. The Platform is an information technology platform that is *inter alia* engaged in providing various products, feature or service offering (“**Services**”) to the Users on or through the Platform, *inter alia*, (i) making available any content or any information, text, graphics, video, sound, pictures, and any other materials appearing, sent, uploaded, communicated, transmitted or otherwise made available via the Platform (“**Content**”) of the Third Party Content Providers (*as defined below*) on the Platform for the purposes of viewing, access and browsing the same; (ii) organising and encouraging the participation by the Users in various online quizzes, events, features, contests, programs or any other form of engagement, based on a particular Celebrity (“**Event(s)**”) hosted on the Platform; (iii) providing for such feature or service offering that uses the User Content (*as defined below*) such as the User’s facial feature as provided by the User in the face swap provision, to generate a unique content (“**Feature**”); or (iv) any other feature or services in relation to the aforesaid or otherwise made available on the Platform. The Events hosted on the Platform are based on particular celebrities or famous personalities who may include but not limited to actors, actresses and other notable personalities from Bollywood and/ or other movie industries of India, sportspersons, musicians, singers or any other famous personalities having a fan base or any skilled professionals identified by the Company (“**Celebrity(ies)**”).
- 1.4. The Terms contained in this electronic record read with the Privacy Policy (*as defined below*) of the Platform, as available and uploaded on the Platform, or any other specific terms and conditions, as applicable or relating to the Services which are incorporated herein by reference, shall constitute the entire legally and binding agreement between you and the Company in connection with your access, visit or usage of the Platform for availing the Services on the Platform in any manner. You are requested to read these Terms carefully before accepting the same and moving forward to using and accessing the Platform or availing the Services.
- 1.5. **IN CASE YOU DO NOT AGREE WITH THESE TERMS, THEN PLEASE REFRAIN FROM USING AND ACCESSING THE PLATFORM AND AVAILING SERVICES ON THE PLATFORM.**

- 1.6. It is further clarified that by availing the Services on the Platform, and/or visiting, viewing, accessing or otherwise using the Services or information created, collected, compiled or submitted to the Platform, you are deemed to have agreed to these Terms and all the policies of the Platform.
- 1.7. It is hereby clarified that the Company may, from time to time, change provisions related to the Services which also include changing of the extent and scope of Services and/ or include any other category of service or facility within the term ‘Services’, at the sole discretion of the Company. You can determine when these Terms were last revised by referring to **‘LAST UPDATED’** at the top of these Terms. Your continued use of the Platform shall be deemed to signify your acceptance of these provisions or amended provisions of these Terms.
- 1.8. We reserve the right to change, modify, amend, or update the Terms, at our discretion, from time to time and such amended provisions of the Terms shall be effective immediately upon being posted/ uploaded on the Platform.

2. CREATING AN ACCOUNT

- 2.1. Please note that in order to avail the Services, the User is required to create a user account (“**Account**”) on the Platform and become a registered user. The User can have his / her own Account and become a registered User on the Platform by following a signing-up process (“**Sign-up**”) which requires a User to provide their mobile number for the purpose of identity verification of the User.
- 2.2. Alternatively, you can also complete the Sign-up and become a registered User by signing-in directly into your accounts of certain connecting websites such as ‘Facebook’, ‘Instagram’, etc. (“**Connecting Platform**”) by way of which we will collect the requisite information through the information provided by you on such Connecting Platform. It is hereby clarified that the Connecting Platform connects as a medium for the purpose of Sign-up of the User only. In this respect, you agree that your data collected by the Platform through such Sign-up by signing into the Connecting Platform can be used, preserved, processed and disclosed by the Platform in accordance with the Terms hereinabove, Privacy Policy (*as defined below*) and other policies of the Platform. However, please note that the manner in which the such Connecting Platforms use, store, process and disclose any information or data pertaining to you is governed solely by applicable policies, terms and conditions of use etc. (by whatever name such policies are called) of the respective Connecting Platform which you have agreed on at the time of using/ accessing such Connecting Platform and, in this regard, it is clarified that the Company shall have no liabilities/responsibility in respect of such policies, terms of and conditions of use etc. of that concerned Connecting Platform.
- 2.3. It is clarified that by Sign-up you agree to all the Terms herein, Privacy Policy and all other policies of Platform which may be posted at an appropriate location of the Platform.
- 2.4. You agree that you shall provide accurate and correct information at the time of Sign-up and you shall also update such information and data, from time to time, in case of any change thereto and/ or as and when required and asked by the Platform in this regard.
- 2.5. You shall log-out from your Account at the end of each session in order to ensure complete security and secrecy of your data and Platform/ Company’s data. The Registered User shall only be responsible for safeguarding the Account, password and all the information and data associated with such Account. For the safety of the data, and information in such Account and prevention of any possibility of any unauthorised use thereof, it is suggested to the Registered User to use a strong password and not disclose the password to any third parties. You are solely responsible for maintaining the confidentiality of your account, display name and password and you are fully responsible for all activities that occur under the same and the Company shall not be liable or

responsible whatsoever in this regard. You expressly agree that you will immediately notify us about any actual or potential unauthorized use of your account, display name and password or any breach of security or any breach of the Terms by a third party.

- 2.6. The Platform shall not be liable for any loss of the Registered User caused by any unauthorized use of the Account and, in this respect, the Registered User shall indemnify the Company for losses that the Company may incur from any other party on account of such unauthorized or fraudulent use of the Account.
- 2.7. If We reasonably believe that an account and password is being used / misused in any manner, we reserve the right to cancel rights to access the Platform immediately without notice and block access to all users from that particular IP address. You agree to notify us and the Platform immediately of any unauthorized use of your Account or any other breach of security. We will not be liable for any loss that you may incur as a result of someone else using your password or Account. However, you could be held liable for all the losses, claims, and liabilities incurred by the Company/ Platform due to someone else using your Account or password.
- 2.8. In the event of the Registered User becoming aware of any breach of security or unauthorised use of the Account, such Registered User shall take all the reasonable steps to inform the Company with respect to such unauthorized use of the Account and, in this regard, the Company shall not be responsible for any liabilities that such Registered User may incur from the misuse of the Account or password or any data and information contained therein. You agree that the Company cannot and will not be liable for any loss or damage arising from your failure to comply with the Terms.

3. **PRIVACY**

- 3.1. You agree that during your use and access of the Platform and/or availing of the Services offered by the Platform, you will provide us with certain information and other data as mentioned under the Terms which may or may not be otherwise publicly available. Please note that we respect the privacy and confidentiality of such data and the provisions pertaining to such private information and data as provided by you under these Terms are governed under Platform's privacy policy ("**Privacy Policy**") which is available on the Platform and can be accessed by clicking here. By using and visiting the Platform and availing the Services on the Platform, you agree to the terms and conditions of our Privacy Policy. Regarding your private information and data, we will only collect, use, disclose or process such information and data in accordance with our Privacy Policy, which you accept by your use and access of the Platform and/or availing the Services on the Platform. Please note that we may share such data and information with third parties as required to be shared in terms of and in the manner as set out under the Privacy Policy.

4. **CONDITIONS TO USE PLATFORM**

- 4.1. For the use and access of the Platform, whether or not for provisions of availing any of the Services on the Platform, you must be 18 (eighteen) years of age or older to use or visit the Platform, in any manner. For this purpose, you agree that by visiting the Platform or accepting these Terms, you represent and warrant to the Company that you are 18 (eighteen) years of age or older, and that you have the right, authority and capacity to use the Platform and agree to and abide by the Terms as provided herein.
- 4.2. Further, the use of and access to the Platform can be availed only by such individuals who can form and enter into a valid 'contract' as per the conditions as provided under the Indian Contract Act, 1872. It is hereby expressly clarified that the persons who are 'incompetent to contract' within the meaning of the Indian Contract Act, 1872, including minors, un-discharged insolvents etc. are not eligible to use the Platform.

- 4.3. While individuals under the age of 18 may use or visit the Platform or avail the Services of the Platform, they shall do so only with the involvement and/ or guidance of their parents and/ or legal guardians, under such Parent/legal guardian's supervision and control. We reserve the right to deny the use of/ access to and/or exclude from our Platform, any person at our absolute discretion and we also reserve the right to suspend, revoke or amend your use/membership at our absolute discretion.
- 4.4. You agree that you will act lawfully, diligently and honestly at all times when you access and use the Platform and/or avail the Services and will comply with all laws, rules, regulations, legislations, notifications, circulars, guidelines, standards, codes, policies, orders, approvals, ordinances, judgments, decrees, injunctions, writs, arbitral award, bye-laws, or any similar form of decision, determination, or adjudication having the force of law, as amended from time to time, applicable to your use of the Platform and/or availing the Services.
- 4.5. You agree that you will not interfere with, jeopardize, disrupt or harm the Platform and/or Services and that you will not intercept, expropriate, re-use, steal or re-utilize any system, data, photographs or information comprised in or provided to you via the Platform and/or Services and at all times comply with the Terms and other policies of the Platform.
- 4.6. We will provide you with any help you may reasonably require to access the Platform but we shall not be responsible if you are unable to access any section of the Platform or any of the Services for any reason. We do not guarantee you access to the Platform at any time and all times. We do not guarantee that while you are accessing the Platform, your access will be uninterrupted, without delay/interference, secure and/or error-free or operate as set out and anticipated in these Terms. Accordingly, we reserve the right, at any time, to suspend or discontinue the Platform and/or any of the Services for any reason without incurring any liability or obligation to you.
- 4.7. You agree that the information you provide to the Company on the Platform at the time of registration and any time thereafter and any information displayed under your account at all times will be true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current or incomplete or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the Terms herein and the other policies of Platform, we shall have the right to indefinitely suspend or terminate your account or block your access on the Platform.
- 4.8. Further, by using the Platform, you consent to receive communications via electronic records from us periodically and as and when required. We may, at Our sole discretion, suspend the User's ability to use or access the Platform at any time while We investigate complaints or alleged violations of these Terms, or for any other reason.

5. PLATFORM SERVICES

5.1. General terms for the Events:

- 5.1.1. The User, after logging into his / her Account on the Platform, can request for a personalised video message from the list of Celebrities made available on the Platform which will be personalised for each User based upon the filling of necessary details / information which includes but is not limited to details pertaining to the occasion, the date of occasion for which the video message is sought along with the name of the person for whom the video message is being personalised such as the name of the User, their friends / family member etc ("**Video Message**"). Within certain number of days (as mentioned on the Platform) from the date of User successfully making payments towards the Redemption Fee (*as defined below*) and subsequently participating in an Event hosted on the Platform in respect of the particular Celebrity from whom the personalised Video Message is sought by a User, the User shall receive the personalised Video Message.

- 5.1.2. The Video Message is recorded by all Celebrities in two parts which consists of one common generic message recorded by the Celebrity for all Users basis the occasion for which the Video Message is recorded and the other part consisting of the Celebrity recording the name of the person for whom the Video Message has been requested for by the User on the Platform. The Company facilitates the combining of the two videos and offers the combined Video Message to its Users on the Platform.
- 5.1.3. Please note that the Company/ Platform does not guarantee that the Video Message will be recorded by the concerned Celebrity. It will be the sole discretion of the Celebrity to shoot, record and send a Video Message for the User. Further, the Company / Platform does not guarantee that the User will receive the Video Message from the Celebrity on or before the date of occasion mentioned by the User on the Platform owing to the Celebrities usually having a very busy schedule.
- 5.1.4. Further, the Users may, in addition to the Redemption Fee, pay such additional amount for any upgrades / enhancement of the Video Message or delivery timeline for the Video Message as further detailed on the Platform.
- 5.1.5. The Company, at its discretion, may also provide for certain specific guidelines and rules in relation to the Event(s) and availing of the Services of the Platform (“**Platform Guidelines**”) which may be displayed over the Platform to the User prior to his entering/participating into any Event on the Platform. Participation in any Event on the Platform or viewing of the Event may be subject to further terms and conditions as may be notified by us from time to time on the Platform. You should ensure that you have read and understood the rules and regulations of the Event available on the Platform. You agree to be bound by and abide by the rules and regulations of each of the Event as may be published and periodically changed by the Platform.
- 5.1.6. The User agrees and acknowledges that in the event the User receives the Video Message from the Celebrity the User will only have a limited, non-exclusive, non-transferable right to access, play and view the Video Message, solely for User’s personal, non-promotional and non-commercial purposes, in accordance with these Terms.
- 5.1.7. The User agrees and acknowledges that the Video Message do not have any marketable and mercantile value (i.e. the value of the Video Message is not determinable) and the limited rights granted to the User to access, play and view the Video Message shall not, in any manner, be construed, considered and/or utilised by the User, for any commercial purposes or exploitation, reproduction or exchanging for consideration for in cash or in kind. It is clarified that you have been merely given the limited rights to access, view and play the Video Message on a computer, mobile or other internet enabled or permitted device and You agree that You shall not display, reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, sub-license, or otherwise transfer or use any Video Message or any of its content, for any commercial, promotional or non-personal use in any manner whatsoever.
- 5.1.8. It is expressly clarified that your limited rights to access, play and view the Video Message are subject to your strict compliance with these Terms and such rights are non-exclusive, non-transferable, limited, and revocable by us at any time in our sole discretion without advance notice or liability. Your limited rights to access, play and view the Video Message is personal to you, and therefore you may not assign nor transfer your right; and any attempt to do so is void. In the event, you breach any of the provisions herein, your limited rights to access, play and view the Video Message shall be terminated with immediate effect and without further notice.

5.2. Content on Platform and Third Party Content Providers/ Advertisers

- 5.2.1. As part of the Services provided by Us on the Platform, We make available, place or host certain content or any information including, *inter alia*, articles, text, graphics, video, sound, pictures, and any other materials (“**Content**”) on our Platform, which are acquired by the Company from third party content providers such as photo and video libraries or owned by such third party content providers and placed on the Platform pursuant to a contractual arrangement with them (“**Third Party Content Providers**”) or belong to third party advertisers (“**Third Party Advertisers**”) who place advertisements on the Platform in accordance with our advertisement policy.
- 5.2.2. Your use of information on our Platform including details and depictions of Celebrity, particulars of Events, statistics and data posted or hosted on our Platform is at your own risk. Other than as expressly set out in these Terms and to the extent permitted by law, we make no warranty as to the accuracy or reliability of the information contained or hosted on our Platform or in our publications (including, but not limited to, any content or information generated on our Platform by or on behalf of us, and any Third Party Content Provider on our Platform). We and our related entities, directors, officers and agents disclaim all liability and responsibility for any direct or indirect loss or damage which may be suffered by any recipient through relying on anything contained in or omitted from our Platform or publications.
- 5.2.3. We clearly distinguish between the editorial content and content that is created or provided by one of our Third- Party Content Providers/Third- Party Advertisers. The advertisements or Content may be labelled as "sponsored", "from our Advertisers" or "advertisement". Such Content/ advertisement will not be reviewed by Our in-house editorial staff and shall be subject to these Terms and the Privacy Policy.
- 5.2.4. The User accepts and acknowledges that we do not provide any representation or give any guarantee or warranty (whether express or implied, or whether arising by virtue of a statute or otherwise in law or from a course of dealing or usage or trade) in relation to the content, information or feature made available on the Platform by Third-Party Content Providers and any information, goods/ products or services made available on the Platform by Third -Party Advertisers, including any guarantee or warranty that such goods/ services (i) are merchantable; (ii) fit for the purpose of which they are to be (or have been) purchased;(iii) have accurate description; and (iv) do not cause any infringement.
- 5.2.5. Please note that We do not verify any Content or information or advertisements provided by the Third- Party Content Providers/Third- Party Advertisers on the Platform and to the fullest extent permitted by applicable law(s), we disclaim all liability arising out of your use or reliance on the Content or information provided by Third- Party Content Providers/Third Party Advertisers on the Platform, representations and warranties made by the Third-Party Content Providers/Third Party Advertisers on the Platform or any loss arising out of the manner in which the services of the Third- Party Content Providers/Third Party Advertisers have been availed by the Users.
- 5.2.6. The Platform may be linked to the website(s) of Third- Party Content Providers/Third Party Advertisers or any other third parties, affiliates and business partners of the Platform. By clicking on the advertisements or Content or information provided by Third Party Content Providers/Third Party Advertisers, the User may be redirected to a website or other electronic platform of such Third Party Content Providers/Third Party Advertisers or receive other messages, information, content or offers from such Third Party Content Providers/Third Party Advertisers. We have no control over, and are not liable or responsible for content, accuracy, validity, reliability, quality of such websites/ other electronic platform or made available by/through the Platform. Inclusion of any link on the Platform does not imply that we endorse the linked website/ other electronic platform.
- 5.2.7. The User is wholly liable for all communications and transactions with the Third Party Content Providers/Third -Party Advertisers. The User acknowledges and agrees that the Company/

Platform is not liable or responsible for the content, information, products or services of such Third Party Content Providers/Third -Party Advertisers or the websites, links, information, messages, offers or privacy practices of such Third Party Content Providers/Third- Party Advertisers.

5.2.8. The content on the Platform which includes all text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, design documents, and artwork is Our content and the Platform may contain links to/ content of third party websites that are not associated with us. We have no control over any content generated by the Third -Party Advertisers/ Third -Party Content Providers as we are merely an intermediary for the purposes of those content. In the event, if any of the third party content infringes any intellectual property of any person, such third party shall be solely responsible for any loss caused and we shall not be liable.

5.2.9. You understand that We are not responsible for the accuracy, usefulness or safety of or relating to any content provided by the Third -Party Content Provider. You agree to indemnify and hold harmless the Company and its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of such content provided by the Third- Party Content Providers.

5.3. General Terms for Generated and User Content:

5.3.1. The User shall upload or post such personal information, data, pictures, images etc., on the Platform (“**User Content**”) in order to access and use certain features or service offering on the Platform. As part of the Services, the User is allowed to access the Contents hosted or made available on the Platform and use any feature and/or service offering on the Platform like the face swap feature, pursuant to which the User Content can be utilised to generate and create a unique content (“**Generated Content**”).

5.3.2. As part of the Services availed by the User and in order to use the Feature on the Platform the User may choose any Content available in the Platform for the purpose of face-swapping with any Celebrity in such Content and upload an image with faces from the User’s mobile device in the supported format and file size. The Platform shall use artificial intelligence algorithms to scan and find the faces from the chosen image and swap them with any Celebrity’s face in the Content in order to generate the Generated Content. Further, the User shall have an option to change the expression and/or further move the swapped image as per its convenience in the Content. The User may share the Generated Content with others in ways as suggested in the Platform and/or download the Generated Content directly to it’s mobile device.

5.3.3. It is expressly clarified that the Platform does not claim any rights whatsoever over the Content available in its library. The Content is used solely for the purpose of creation of the Generated Content by the User in accordance with the terms as set out herein and such Content shall be used in accordance with the Applicable Laws.

5.3.4. The User can create, post, store and share the Generated Content and the ownership and intellectual property right over such Generated Content shall remain with the User and the Company shall not claim any ownership over any Generated Content of the User.

5.3.5. The User hereby grants the Platform a non-exclusive, royalty-free, sublicensable, and transferable license to host, store, use in any way, display, reproduce, modify, adapt, and edit such User Content and Generated Content. This license is for the limited purpose of operating, developing, providing, and improving the Services in respect to the face swap provision, and displaying the User Content in the library of the Platform for the User’s repeated use.

- 5.3.6. The User represents and warrants that: (i) it is the owner of the User Content posted by the User on or through the Platform or otherwise have the right to grant the license set forth in this section; (ii) the User Content does not and will not violate any third-party rights, including without limitation any intellectual property rights or rights of privacy or publicity; and (iii) uploading the User Content on the Platform does not result in a breach of contract between the User and a third party. Additionally, the User grants the license to the Platform to use such User Content as set forth herein.
- 5.3.7. The User hereby acknowledges that it is solely responsible for the User Content and the Generated Content and shall be solely liable for any consequences arising out of publicly posting and sharing such Generated Content, including, but not limited to any claims, costs, losses, damages, expenses, judgments, any other possible conflicts, disputes, or issues arising out of or related to such Generated Content.
- 5.3.8. The User agrees and acknowledges that the Generated Content posted, shared or uploaded on any other third party application shall be the property of the User (subject to the terms of use of the third party application) and the User shall be solely responsible for any unauthorized use or misuse of such Generated Content and further indemnify and hold harmless the Company for any claim, damages, losses, expenses brought against, accrued and/or incurred by the Company in this regard.
- 5.3.9. The User shall not upload, share or otherwise transmit any image, photograph or picture on the Platform for the purpose of generating any Generated Content that:
- (i) is unlawful, harmful, defamatory, obscene, abusive, offensive, pornographic, indecent, lewd, harassing, threatening, invasive of personal privacy or publicity rights, or otherwise objectionable;
 - (ii) would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party or otherwise create liability or violate any Applicable Law;
 - (iii) may infringe any third party intellectual or proprietary right;
 - (iv) contains any private or personal information of a third party without such third party's consent;
 - (v) contains any information or content that you do not have a right to make available under any Applicable Law; or
 - (vi) is, in our sole judgment, objectionable or that restricts or inhibits any other person from using or enjoying our Services, or that may expose the Company and/or the Platform to any harm or liability of any type.
- 5.3.10. The Platform reserves the right to reject and/or remove any User Content and Generated Content that it believes, in its sole discretion, to violate the provisions as set forth herein or that may harm the Company/Platform, its business or reputation.

5.4. **Redemption Fee**

- 5.4.1. The User has to pay a service fee to the Company, in order to gain access to or redeem any Video Message from the Celebrity, ("**Redemption Fee**"). The terms pertaining to the payment of the Redemption Fee is detailed in Clause 8 (*Payment and Settlement Terms*) of these Terms.

6. CODE OF CONDUCT

- 6.1. Under these Terms, the User agrees **not to** host, display, upload, modify, publish, transmit, update or share any information that: (a) belongs to another person and in relation to which it does not have any right of use; (b) infringes intellectual property rights (including any patent, trademark, copyright or other proprietary rights) of any person and privacy rights of any person; (c) is false or misleading in any way; (d) violates any law for time being in force; (e) harasses or advocates harassment of another person; (f) involves the transmission of "junk mail", "chain mail" or

unsolicited mass mailing or “spamming”; (g) promotes illegal activities or abusive, obscene, defamatory or libellous conduct; (h) solicits gambling or engages in any gambling activity which is or could be construed as being illegal; (i) harms minors in any way; (j) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another’s privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to “indecent representation of women” within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986; (k) deceives or misleads the other Users of the Platform about the origin of messages or communicates any information which is grossly offensive or menacing in nature; (l) threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation; (m) promotes an illegal or unauthorized copy of another person’s copyrighted work; (n) provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone; (o) provides instructional information about illegal activities such as making or buying illegal weapons, violating someone’s privacy, or providing or creating computer viruses; (p) tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and (q) refers to any website or URL that, in our sole discretion, contains material that is inappropriate for the Platform or any other website, application, software contains content that would be prohibited or violates the letter or spirit of these Terms.

- 6.2. The User agrees **not to** (a) reveal/disclose confidential or proprietary information of other Users, the Company/ Platform or any third party when the User receives or comes in possession of such confidential or proprietary information; (b) incorporate any computer contaminant, software virus or any computer code or file or program on the Platform designed to interrupt, destroy or limit the functionality of the Platform; (c) incorporate or introduce any program on the Platform that might infringe the intellectual property rights of any other User and/or of the Company/ Platform; (d) download, copy, reproduce any file or information available on the Platform which the User knows, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed; (e) in any way, deface or vandalize the Platform or prevent or restrict others from using the Platform; (f) stalk, threaten or harass any other User or infringe upon or attempt to infringe upon their privacy; (g) infringe any patent, trademark, copyright or other proprietary rights or third party’s trade secrets or rights of publicity or privacy, of the Company/ Platform, other Users of the Platform or any third Party; (h) impersonate any person or entity, or falsely state or otherwise misrepresent themselves or their affiliation with any person or entity; (i) directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force; and (j) create liability for the Company/ Platform or cause the Company/ Platform to lose (in whole or in part) the services of its internet service provider or other suppliers.
- 6.3. It is also clarified that you shall not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any Service, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. We reserve the right to bar any such activity.
- 6.4. You agree that you shall not attempt to gain unauthorized access to any portion or feature of the Platform or any feature pertaining to availing of Services or any other systems or networks

connected to the Platform or to any server, computer, network, or to any Services offered on or through the Platform, by hacking, password “mining” or any other illegitimate means.

- 6.5. You agree that you shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. You may not reverse look-up, trace or seek to trace any information on any other User of or visitor to Platform, or any other client/customer/user/member of the Company/ Platform including any account on the Platform not owned/operated/managed by you, to its source, or exploit the Platform or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Platform.
- 6.6. You agree that you shall not make any negative, denigrating or defamatory statement and/or comment about the Company/ Platform or the Services or the brand name or domain name used by the Company/ Platform or otherwise engage in any conduct or action that might tarnish the image or reputation of the Company/ Platform or other Users on the Platform or other business partners of the Company or otherwise tarnish or dilute any of the Company’s trade or service marks, trade names and/or goodwill associated with such trade or service marks, trade name as may be owned or used by the Platform.
- 6.7. You agree that you will not use the Platform or any content thereof for any purpose which is unlawful or prohibited by the Terms or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company/ Platform, its Users and/or others third parties.
- 6.8. You shall not purchase, sell, assign, trade, rent, loan, lease, license, grant a security interest in, or transfer your Account, any content, currency, points, standings, rankings, ratings, or any other attributes appearing in, originating from or associated with the Platform/ Event.
- 6.9. In the event, we have reasonable grounds to believe that your activities include any of the acts specified above, we may initiate appropriate legal action against you as well as notify the relevant regulatory or law enforcement authorities where appropriate in addition to any other available remedies under law or equity, apart from restricting or suspending or terminating your use of the Platform.
- 6.10. You agree that you shall, at all times, ensure full compliance with the applicable provisions of the Information Technology Act, 2000, and the rules thereunder as applicable and as amended from time to time and, also all applicable laws, rules and regulations and international laws, statutes, ordinances and regulations regarding use of Services. Further, you agree that you shall not solicit (directly or indirectly) any other Users of the Platform to avail the Services of the Platform being displayed on the Platform, either independently or through a third party except through the Company/ Platform.
- 6.11. The User shall indemnify and hold harmless the Company, its owners, licensees, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from all losses, claims, damages, penalties, costs, expenses, demands, actions (including reasonable attorneys’ fees) suffered or incurred by the Company/ Platform due to or arising out of breach of these Terms and other policies of the Platform.
- 6.12. To enable use of your information supplied by you to us, so that use of any such information by us is not construed as a violation of any rights, you agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to exercise the copyright, publicity, database rights or any other rights you have in your information, in any media now known or not currently known, with respect to your information. We will only use your

information in accordance with the Terms and other policies of Platform applicable to the use of the Platform.

7. USER'S CONTENT

- 7.1. It is hereby clarified that the content that you upload or post will become our property and you grant us the worldwide, perpetual and transferable rights to such content, including but not limited to feedback. We shall be entitled to, consistent with our Privacy Policy as adopted in accordance with applicable law, use the content or any of its elements for any type of use forever, including but not limited to promotional and advertising purposes and in any media whether now known or hereafter devised, including the creation of derivative works that may include any content you provide and are not entitled to any payment or other compensation for such use. You also grant us the right to sub-license these rights, and the right to bring an action against you for infringement of these rights. We reserve the right to edit or remove any material submitted/ posted to the Platform, or stored on our servers, or hosted or published upon the Platform.
- 7.2. Before posting any form of content on the Platform, the User must verify the truthfulness and authenticity of the particulars of the content, including the time, place, and nature. Before allowing such content to be posted on the Platform, we have the right and authority to verify the accuracy of such particulars related to the content with the respective sources provided by the user posting such content, if we feel that there is a need to check such accuracy. We have the right to upload content on behalf of third parties, subsequent to collecting such information and verifying it if we deem it necessary. Notwithstanding this, we can in no way be held liable for any false or misleading information.
- 7.3. In case any content is considered to be unlawful or against the law within any jurisdiction in which the Platform can be seen and accessed, it shall be removed forthwith by us on being intimated by the authorities of the respective jurisdiction that such content is deemed unlawful. We cannot be held liable or questioned for the same.
- 7.4. All information, content or data posted on the Platform by the User posted is the sole responsibility of the user and by posting such content or information on the Platform, you warrant and represent that you have valid rights and title in any and all content or information that you post on the Platform and you have not infringed on any IPR belonging to any person and, in this respect, you will indemnify the Company or its affiliates for all claims arising out of any content that you post on the Platform.
- 7.5. Posting/uploading of any information or material or content on the Platform, which is harmful, defamatory, obscene, pornographic, libellous, invasive of another's privacy, profane, hateful, or racially, ethnically objectionable, disparaging, or otherwise unlawful in any manner is prohibited and any user found to be involved in such activity on the Platform will solely be liable for actions under the applicable laws.
- 7.6. By your use of the Platform, availing of the Services and by providing any content on the Platform, including, inter alia, for the purposes of Video Message on the Platform, you hereby grant Us a worldwide, non-exclusive, royalty-free, and transferable right to use, modify or edit to fit the format of delivery, reproduce, distribute, display, publish, adapt, and make available online or electronically transmit the Video Message, in connection with the Services and Company's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Platform in any media formats and through any media channels. You provide Us the undisputed and irrevocable right to apply Company's watermark, brand, logo, including that of its partners and affiliates on the content provided by you for the purposes of Video Message/Video Message Request on the Platform.

8. PAYMENT AND SETTLEMENT TERMS

- 8.1. Please note that the User can avail the Services on the Platform and redeem any video message from any Celebrity by making payments towards the Redemption Fee and after playing a quiz on the celebrity. For the purpose of making payments towards any Redemption Fee, the User can make such payments by (a) Credit/Debit Card; (b) Net Banking; or (c) any other mode of electronic payment as provided on the Platform.
- 8.2. Please note that any payments and transactions in respect of Service(s) under these Terms may be facilitated by or through third-party payment processors, online fund transfer facility through banks or credit cards or mobile and internet-based payment / commerce platforms or authorized payment gateway networks as recognized and authorized by the Reserve Bank of India (“**Payment Facilitators**”). In this respect, it is clarified that services of Payment Facilitators are utilized for the purposes of making any payment transaction in respect of Service(s) under these Terms and use of such services of Payment Facilitators shall not render the Platform liable or responsible or assume any liability, whatsoever in respect of any loss or damage, arising directly or indirectly to the User on account of (i) lack of authorization for any transaction(s); (ii) exceeding the pre-set limit mutually agreed by and between the User and his/ her bank; (iii) any payment issues arising out of the transaction; (iv) decline of transaction for any reason; or (v) for any reason whatsoever.
- 8.3. It is agreed between the Parties that all payments made against the services on the Platform shall be in INR and the Platform shall not facilitate transaction with respect to any other form of currency for the payment to be made to avail the Services. Any payment in respect of Services shall be subject to applicable tax laws of India.

9. INDEMNITY

In addition and not in derogation of the specific indemnities provided by you to the Company/ Platform under these Terms and/or policies of the Platform, you agree to indemnify, defend and hold harmless the Company/ Platform and its affiliates, officers, directors, employees, consultants, representatives, shareholders, contractors, users and agents etc. against any or all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) arising out of or in connection with any claim, suit, action, or other proceeding brought against the Company/ Platform or such party, to the extent such losses are based on or arising out of or in connection with: (a) any breach or non-performance of any of the Terms and/ or other policies of the Platform with respect to use and access of the Platform and/ or availing of Services; (b) truthfulness and correctness of the information provided by the User at the time of Sign-up and/ or at any time during availing of the Services; (c) any content posted by the User on the Platform and User's use of the Services available on the Platform; and/or (d) breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, or infringement of any other intellectual property right) by you.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. For the purpose of these Terms herein, the terms, “**IPRs**” or “**Intellectual Property Rights**” shall mean on a worldwide basis, all patents, copyrights, trade secrets, service marks, trademarks, trade names, trade dress, trademark applications and registrations, internet domain names, design rights, and all other proprietary and intellectual property rights as may exist now and hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under any applicable law.
- 10.2. It is further acknowledged and agreed by you that all the IPRs in all material presented on the Platform, including but not limited to text, audio, video or graphical images, interfaces, graphics,

design, compilation, information, computer code, products, software, downloadable software, trademarks, logos and all other materials appearing on the Platform are the property of the Company, its parent, affiliates and associates and are protected under applicable Indian laws.

- 10.3. It is hereby clarified and agreed by you that (i) the Company owns all the Intellectual Property Rights in and relating to the Company and Services offered through the Platform and your use of the Platform and/or availing of Services does not grant or confer you with any rights in relation to our IPRs or our affiliates or licensor's or suppliers' IPRs; (ii) the structure of the Platform shall not be reproduced, distributed or published, in whole or in part, by you for any purpose; other than in connection with your private use of the Platform and/ or availing of Services, you shall not copy, reproduce, download, publish, adapt, create derivative works, re-publish, post, broadcast, record, print, commercially exploit, transmit, edit, communicate to the public or distribute in any other way, any IPRs or content in relation to the Platform and/ or availing of the Services or the computer codes or elements which comprise the Platform; (iii) by using, accessing or visiting the Platform and/ or availing the Services, you acknowledge and agree that the general layout, content and design of the Platform is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws and these Terms does not grant to you any rights to any IPRs in respect of the Platform or any content; (iv) the User cannot create any derivative work or technology based upon any IPRs, confidential or proprietary information of the Company; (v) the User cannot adapt or use any trademark, service mark, trade name, logo or domain name similar to or likely to be confused with those of the Company/ Platform or take any other action that infringes upon or impairs the Company's trademark (whether registered or unregistered) or other IPRs, and (vi) other than as set out in this clause and the Platform's policies, you are not permitted to use any of our Intellectual Property Rights without our (and our affiliates, licensor's or suppliers) prior written consent.

11. TERMINATION

- 11.1. You agree that the Company, at its sole discretion and for any, including *inter alia* without limitation if you breach these Terms, may terminate your access to and use of the Platform, at any time. You agree that any termination of your access to the Platform and/ or suspension/ termination of your Account may be effected without prior notice, and in this respect the Company shall not be liable to you for any such termination. Your right to use the Platform immediately ceases upon termination of your access/use of the Platform.
- 11.2. The provisions of these Terms shall continue to apply until terminated by either of the Party. In case of User wanting to terminate these Terms, the User may do so by: (a) not accessing the Platform; or (b) closing the Account.
- 11.3. We reserve the right to, at any time, and with or without notice, terminate these Terms against each of the Users, if there is: (a) breach of any of the applicable law(s) or the provisions of these Terms or the terms of the Privacy Policy or any other terms, conditions, or policies that may be applicable to the User from time to time (or have acted in a manner that clearly shows that the User does not intend to, or is unable to, comply with the same); (b) Platform is unable to verify or authenticate any information provided to the Platform by the User; (c) We believe, at our sole discretion, that the User's actions may cause legal liability to the Company/ Platform, (or any of its affiliates, independent contractors, service providers, consultants, licensors, agents, and representatives) or that they are contrary to the interests of the Platform; (d) We are required to do so by law; or (e) if the User fails to provide (or after providing such consent, later revokes) the consents necessary or desirable for the Company to provide the Services to the User.

12. LIABILITY

- 12.1. The Users shall access the Platform and avail the Services provided on the Platform voluntarily and at their own risk. The Company/ Platform shall, under no circumstances be held responsible or liable on account of any loss or damage sustained (including but not limited to any accident, injury, death, loss of property) by the Users or any other person or entity during the course of access to the Platform's Services.
- 12.2. By accessing the Platform and/or availing the Services, the Users hereby release from and agree to indemnify the Company/ Platform and/ or any of its directors, employees, partners, associates and licensors, from and against all liability, cost, loss or expense arising out their access to the Platform and availing of Services including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission on their part, or otherwise.
- 12.3. The Users shall be solely responsible for any consequences which may arise due to their access of the Platform and availing of the Services by conducting an illegal act or due to non-conformity with these Terms and other rules and regulations in relation to Services and/ or policies of the Platform, including provision of incorrect address or other personal details.
- 12.4. In consideration of the Company allowing Users to access the Services, to the maximum extent permitted by law, the Users waive and release each and every right or claim, all actions, causes of actions (present or future) each of them has or may have against the Company, its respective agents, directors, officers, business associates, group companies, sponsors, employees, or representatives for all and any injuries, accidents, or mishaps (whether known or unknown) or (whether anticipated or unanticipated) arising out of the provision of Services.
- 12.5. In no event shall we, or our officers, directors, employees, or partners be liable to you or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not we have been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with your use of or access of the Platform and availing of the Services.
- 12.6. User will be responsible for and release the Company from any and all liabilities, losses, claims and damages that may arise out of or in connection with the disclaimers as mentioned under these Terms and further agrees to hold harmless and indemnify the Company in this regard.
- 12.7. In no event shall the total aggregate liability of the Company/ Platform to any User for all damages, losses, and causes of action (whether in contract or tort, including, but not limited to negligence, strict liability, product liability or otherwise) arising from these Terms or any your use of the Platform exceed an aggregate amount of INR 1000/- (Indian Rupees One Thousand only). We accept no liability for any errors or omissions on behalf of You. The foregoing limitations shall apply regardless of whether (i) liability or damage is alleged for breach of contract, tortious behaviour, negligence, or under any other theory or cause of action, and/or (ii) the party against which liability or damages is sought was advised of the possibility thereof.
- 12.8. To the maximum extent permitted by applicable law, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these Terms, the Platform, or any part thereof, must be asserted within SIX (6) months after such claim or cause of action arose, or it shall be forever barred.

13. **DISCLAIMER**

- 13.1. THE USER AGREES AND UNDERSTANDS THAT THE PLATFORM IS PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THE COMPANY MAKES

NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS PLATFORM OR THE INFORMATION, CONTENT INCLUDED ON THIS PLATFORM. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS PLATFORM IS AT YOUR SOLE RISK. THE COMPANY RESERVES THE RIGHT TO WITHDRAW OR DELETE ANY INFORMATION FROM THIS PLATFORM AT ANY TIME IN ITS DISCRETION.

- 13.2. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. THE COMPANY DOES NOT WARRANT THAT THIS PLATFORM, ITS SERVERS, OR EMAIL/ OTHER COMMUNICATION SENT FROM THE PLATFORM ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS PLATFORM, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES.
- 13.3. TO THE EXTENT PERMITTED UNDER LAW, NEITHER THE COMPANY NOR ITS PARENT/HOLDING COMPANY, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, PROFESSIONAL ADVISORS, EMPLOYEES SHALL BE RESPONSIBLE FOR THE DELETION, THE FAILURE TO STORE, THE MIS-DELIVERY, OR THE UNTIMELY DELIVERY OF ANY INFORMATION/CONTENT OR MATERIAL.
- 13.4. YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF.
- 13.5. TO THE EXTENT PERMITTED UNDER LAW, THE COMPANY/ PLATFORM SHALL NOT BE RESPONSIBLE FOR ANY HARM RESULTING FROM DOWNLOADING OR ACCESSING ANY INFORMATION/CONTENT OR MATERIAL AND THE QUALITY THEREOF.
- 13.6. THE COMPANY DISCLAIMS ANY AND ALL LIABILITY AND RESPONSIBILITY FOR, AND IF A USER PAYS FOR ACCESS TOWARDS COMPANY'S SERVICES, THEN THE USER WILL NOT BE ENTITLED TO A REFUND AS A RESULT OF, ANY INACCESSIBILITY TO THE PLATFORM OR UNAVAILABILITY OF THE SERVICES OR THAT IS CAUSED BY COMPANY'S MAINTENANCE ON THE SERVERS OR THE TECHNOLOGY THAT UNDERLIES OUR SITES, FAILURES OF COMPANY'S SERVICE PROVIDERS (INCLUDING TELECOMMUNICATIONS, HOSTING, AND POWER PROVIDERS), DEFECT IN TELECOMMUNICATION NETWORK, INTERNET FAILURES, COMPUTER VIRUSES, NATURAL DISASTERS OR OTHER DESTRUCTION OR DAMAGE OF OUR FACILITIES, ACTS OF NATURE, WAR, CIVIL DISTURBANCE, OR ANY OTHER CAUSE BEYOND OUR REASONABLE CONTROL.
- 13.7. ANY MATERIAL/CONTENT ACCESSED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE PLATFORM IS DONE AT THE USER'S DISCRETION, COMPETENCE, ACCEPTANCE AND RISK, AND THE USER WILL BE SOLELY RESPONSIBLE FOR ANY POTENTIAL DAMAGE TO THE USER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM A USER'S DOWNLOAD OF ANY SUCH MATERIAL/CONTENT.
- 13.8. THE PLATFORM SHALL MAKE BEST ENDEAVOURS TO ENSURE THAT THE SERVICES ARE ERROR-FREE AND SECURE, HOWEVER, NEITHER THE COMPANY NOR ANY OF ITS PARTNERS, LICENSORS OR ASSOCIATES MAKES ANY WARRANTY THAT THE SERVICES WILL MEET USERS' REQUIREMENTS; THE SERVICES WILL BE

UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; THE QUALITY OF THE SERVICES, INFORMATION/CONTENT, OR OTHER MATERIAL THAT USERS OBTAIN THROUGH THE PLATFORM WILL MEET USERS' EXPECTATIONS.

- 13.9. ANY CONTENT GENERATED OR DOWNLOADED THROUGH THE PLATFORM OR OTHERWISE INCLUDING, INTER ALIA, CONTENT GENERATED THROUGH ANY THIRD PARTY APPLICATION, THE USER AGREES AND ACKNOWLEDGES THAT SUCH CONTENT SHALL BE THE PROPERTY OF THE USER AND THE USER SHALL BE SOLELY RESPONSIBLE FOR ANY UNAUTHORIZED USE OR MISUSE OF SUCH CONTENT AND SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY FOR ANY CLAIM, DAMAGE, LOSS, EXPENSE BROUGHT AGAINST, ACCRUED AND/OR INCURRED BY THE COMPANY IN THIS REGARD.
- 13.10. TO THE EXTENT PERMITTED UNDER LAW, IN THE EVENT OF SUSPENSION OR CLOSURE OF ANY SERVICES, USERS SHALL NOT BE ENTITLED TO MAKE ANY DEMANDS, CLAIMS, ON ANY NATURE WHATSOEVER.
- 13.11. PLATFORM HAS EXERTED REASONABLE EFFORTS TO ENSURE THAT ALL INFORMATION PUBLISHED ON THE WEBSITE/APP IS ACCURATE AT THE TIME OF POSTING; HOWEVER, THERE MAY BE ERRORS IN SUCH INFORMATION FOR WHICH WE SHALL HAVE NO LIABILITY. WE RESERVE THE RIGHT TO REMOVE OR ALTER ANY OF THE INFORMATION CONTAINED ON THE PLATFORM AT OUR SOLE DISCRETION. THE PLATFORM CANNOT GUARANTEE THE ADEQUACY, CURRENCY OR COMPLETENESS OF THE PLATFORM CONTENT.
- 13.12. ALL INTERACTION, COMMUNICATION, DEALING, OR TRANSACTION BETWEEN THE USERS AND THE THIRD PARTY ADVERTISERS/ THIRD PARTY CONTENT PROVIDERS IN RESPECT OF ANY CONENT/PRODUCTS/ SERVICES OFFERED BY THE THIRD PARTY ADVERTISERS/ THIRD PARTY CONTENT PROVIDERS IS A SEPARATE AND INDEPENDENT TRANSACTION BETWEEN THE USER AND SUCH THIRD PARTY ADVERTISERS/ THIRD PARTY CONTENT PROVIDERS WITHOUT ANY LIABILITY ACCRUING TO OR ON THE COMPANY FOR ANY MATTERS ARISING OUT OF OR IN RELATION TO THE SAME. THE USER EXPRESSLY AGREES AND ACKNOWLEDGES TO HOLD HARMLESS THE COMPANY IN RESPECT OF ANY COST, CLAIMS, DMAAGE, LOSS OR EXPENSES ACCRUED, SUFFERED, INCURRED BY THE COMPANY OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH ANY SUCH COMMUNICATION, INTERACTION, DEALINGS AND TRANSACTIONS BETWEEN THE USER AND THIRD PARTY ADVERTISERS/ THIRD PARTY CONTENT PROVIDERS. THE USER ACKNOLWDEGES THAT WE DO NOT HAVE ANY CONTROL OVER SUCH DEALINGS AND TRANSACTIONS AND PLAYS NO DETERMINATIVE ROLE IN THE PERFORMANCE IN FRESPECT OFR THE SAME THE COMPANY SHALL NOT BE LIABLE FOR THE OUTCOMES OF SUCH COMMUNICATION, INTERACTION, DEALINGS AND TRANSACTIONS BETWEEN THE USERS AND THE THIRDPARTY ADVERTISERS/ THIRD PARTY CONTENT PROVIDERS.
- 13.13. COMPANY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRDPARTY ADVERTISERS OR CONTENT POSTED BY THIRD PARTY CONTENT PROVIDER IN ANY MANNER AND COMPANY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY CONTENT PROVIDERS/ THIRD PARTY ADVERTISERS. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM THROUGH SUCH THIRDPARTY ADVERTISERS, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

14. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 14.1. These Terms shall be governed by the laws of India. Subject to Clause 14.2 below dispute, the courts and tribunals of New Delhi have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms (including any disputes regarding the existence, validity or termination of these Terms).
- 14.2. If any dispute, controversy or claim arises under, out of, or in relation to these Terms, including any dispute concerning the formation, construction, interpretation, or breach of these Terms, then such dispute shall at the first instance be attempted to be resolved through mutual good faith consultations. If the dispute is not resolved in this manner within forty-five (45) days of either party (you or we) sending a notice in this regard to the other party of such dispute, then the dispute shall be resolved by binding arbitration under the provisions of the Arbitration & Conciliation Act 1996, by a sole arbitrator. The seat and venue of the arbitration proceedings shall be New Delhi, India by a sole arbitrator who shall be appointed by the Company and whose decision shall be final and binding upon all the parties.

15. OTHER TERMS

- 15.1. If for any reason, a court of competent jurisdiction finds any provision of these Terms, or portion thereof, to be unenforceable, that portion shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties (the User and the Company collectively) as reflected by that provision. The remainder of the Terms shall continue in full force and effect.
- 15.2. No provision of these Terms shall be deemed to be waived and no breach excused unless such waiver or consent shall be in writing and signed by the Company. Any consent by Company to, or a waiver by the Company of, any breach committed by you, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- 15.3. Except when expressly allowed, any use of our content and it being reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without our express prior written consent is not allowed.
- 15.4. The Company/ Platform shall not be liable for any damages whatsoever arising out of force majeure or other similar circumstances, directly or indirectly affecting the Company and/ or the Platform. Examples of force majeure events are real or potential labour disputes, governmental actions, war or threat of war, sabotage, civil unrest, demonstrations, fire, storm, flooding, explosion, earthquake, provisions or limitations of materials or resources, inability to obtain the relevant authorization, accident, and defect in electricity or telecommunication network. Force majeure or other events beyond the Company's control hindering, delaying or complicating the maintenance of the Platform entitles the Company to suspend or limit the Platform until further notice.
- 15.5. Please note that if You navigate away from the Platform to a third party website or application, then You may be subject to and bound by alternative terms of use and privacy policy applicable to such third-party website or application.
- 15.6. The rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the Terms.

- 15.7. No partnership, joint venture or relationship of employee/employer or franchisor/franchisee arises between you and us by reason of the Terms.
- 15.8. At our discretion we may serve any notice or communication to you by mail. In the case of notices sent by mail, you will be deemed to have been served 5 (five) business days after dispatch of the same.
- 15.9. By providing your contact number/ contact information with us for the purpose of the registration process/ provision of the Services, you hereby provide your consent to be contacted by Us through mail, SMS, calls, instant messaging services, social media intermediaries, communication device, and/or any other mode of communication as we may deem appropriate to send you in connection with or in relation to the Services, promotional offers, feedback, and/or customer support. For further details relating to the same, please refer to our Privacy Policy.

16. CUSTOMER SUPPORT

If You have any queries in relation to any issue, you can email us at customersupport@truefan.life (“**Customer Support**”).

17. GRIEVANCE OFFICER

Any complaints, abuse or concerns with regards to content and /or comment or breach of these Terms shall be immediately informed to Swaralli Mehta ("**Grievance Officer**") through email at grievanceofficer@truefan.life with the electronic signature or in writing at the following address to:

Grievance Officer, Hogwarts E-learning Universe Private Limited
26, Vandana Apartment Patparganj, New Delhi – 110092