

BuzzOne Terms and Conditions (**T&Cs**) are between Digital Trigger Pvt. Ltd. registered under The Companies Act, 1956, having its registered office at 8230, Kharia Street, Roshanara Road, Delhi 110007 New Delhi, India, under the name and style of BuzzOne (**BuzzOne**) The Company, and the Brand as named in the Insertion Order, and the **Influencer**, together with BuzzOne, the **Parties**).

BuzzOne is an Influencer Marketing Platform, which facilitates / enable Brands to run their promotional activities / Campaigns, through Influencer/s in order to effectively promote their product, service or concepts on one hand and help Influencers to monetize their Social Presence, on the other. BuzzOne will not be a party to any transaction and cannot control any transaction between the Brand and the Influencer in any manner.

BuzzOne reserves the right to amend these Terms from time to time by notice to the Brands.

## 1. Definitions

- 1 a) **Advertising Materials:** the creative as provided by the Brand, basis which creative content will be devised by the Influencer including but not limited to Hyperlinks and banners promoting the Brand's services or products that is placed on the Influencer's Digital Media.
- 1 b) **Bonus Program:** a program offered by BuzzOne under which Users may be entitled to receive compensation for Calls, Leads or Sales.
- 1 c) **Brand** includes a product, service, or concept to be communicated at large and marketed. A brand name is the name of such distinctive product, service, or concept, either directly or through their affiliates / agency / consultants etc.
- 1 d) **Campaign:** series of programs undertaken by BuzzOne for and on behalf of the Brands to cater to their requirements of their respective Brand promotion.
- 1 e) **Charges:** the charges payable by the Brand for the supply of the Services, provided by BuzzOne.
- 1 f) **Commencement Date:** has the meaning set out and agreed in the Insertion Order, or agreed otherwise in writing.
- 1 g) **Content:** The Advertising Material as created, tweaked / modified by the Influencer for promotional purposes of the Brand, as discussed, agreed and finally approved with the Brand, as per Campaign objectives.
- 1 h) **Contract:** the contract between BuzzOne and the Brand for the supply of Services in accordance with these Terms.
- 1 i) **Digital Media:** media including, but not limited to websites, mobile sites,

social media profiles and smartphone applications.

- 1 j) **Hyperlink:** a hyperlink to the Brand's Digital Media either set out in the Insertion Order or subsequently notified by the Brand via the BuzzOne Platform.
- 1 k) **Influencer:** is the person who has large following on various social media platforms and gets substantial traction and who can influence many people through social / traditional media. The Influencer, however would be free to use his / her discretion to undertake or not to undertake the Brand's service and / or product, at his or her own voluntary understanding.
- 1 l) **Influencer Marketing:** to focus on specific key individuals, or types of individual rather than the target market as a whole.
- 1 m) **Insertion Order:** The final step in the ad proposal process; signing off / submitting the **insertion order** represents a commitment from an advertiser (or their agency) to run a campaign on Influencer's site(s) at <http://www.buzzone.co/terms-and-conditions.pdf> **(IO)**
- 1 n) **Proprietary Rights:** includes all intellectual proprietary rights including but not limited to trade marks, patents, copyright and related rights, business / domain names, goodwill, right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of all confidential information, technical know-how in each case whether registered or not, including rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 1 o) **Platform:** BuzzOne's online platform, accessed via <http://www.buzzone.co>, which has been developed by BuzzOne to provide the Services including **Influencer's** network selected and approved by BuzzOne to participate for promotional purposes of the Brand to the defined Target Group.
- 1 p) **Services:** As detailed under BuzzOne Services Clause.
- 1 q) **T&Cs:** shall mean the instant Terms and Conditions governing the inter-se understanding between BuzzOne, Brand & the Influencers. The terms herein contained are dynamic in nature and BuzzOne reserves it's rights to change, modify, alter the same as and when deemed necessary and expedient to do so, at the discretion of BuzzOne. You as the Brand / Influencer agree to keep the track of such changes at <http://www.buzzone.co/terms-and-conditions.pdf> from time to time in order to keep abreast with the same.

## 2. BASIS OF CONTRACT

2 a) Each Insertion Order, submitted by the Brand and duly accepted by BuzzOne together with these Terms shall constitute a Contract between the Parties. The Contract shall come into existence on the date (or the later of the

dates) that each Insertion Order has been accepted by both Parties (**Commencement Date**).

2 b) The Contract constitutes the entire agreement between the parties. The Brand acknowledges and agrees that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of BuzzOne which is not set out in the Contract.

2 c) Any proposal / quotation given to the Brand, by BuzzOne, will not constitute an offer, and is only valid for a period of 15 Business Days from its date of issue.

2 d) If the Brand is represented by an advertising agency, a media buyer or other media or advertising intermediary acting on behalf of the Brand, then the Brand (a) agrees that its client is aware and has consented to the terms of this Contract; (b) enters into the Contract as principal and agrees that it shall comply with all the Brand's obligations under the Contract notwithstanding any default by its client Brand; and (c) acknowledges and agrees that BuzzOne provides the Services for the benefit of the Brand only.

2 e) Unless otherwise agreed in the Insertion Order, the Brand shall, during the Term of the Contract, work exclusively with BuzzOne and shall not engage or seek to engage with any competitor of BuzzOne.

### **3. BuzzOne SERVICES**

3 a) BuzzOne as an Influencer Marketing provides a Platform to enable Brands to run Influencer Campaigns effectively and helps Influencers to monetize their social presence. BuzzOne has a huge network of content makers & Influencers to spread across your message to a wide audience to facilitate Brands to a scalable viral influencer campaigns with much ease, in a quicker & more effective manner.

3 b) No term of the Contract shall be construed so as to oblige BuzzOne to provide the Services, without the due submission of Insertion Order.

3 c) BuzzOne shall use all reasonable endeavors to provide the Brand with uninterrupted access to the Platform and to Service to the Brand in accordance with the Insertion Order in all material respects.

3 d) BuzzOne reserves the right at its own discretion to upgrade, update, maintain and further develop the Platform and wherever possible shall provide the Brand with advance notice of its intention to do so, however BuzzOne shall be under

no obligation to provide such notice. The Brand acknowledges and agrees that it may not be able to access the Platform in the event of any upgrade, update, maintenance or further development.

- 3 e) BuzzOne shall provide an option to the Brand to (a) select Influencers / Digital Media within the Platform; (b) specify Influencers and Digital Media in the Insertion Order; and (c) allow BuzzOne to select best suited Influencers and Digital Media on its own accord to reach the maximum advantage to the Brand.
- 3 f) If the Brand has reasonable grounds for suspecting that any Influencer has acted in bad faith, or otherwise in breach of its obligations or any Program Rules it shall immediately notify BuzzOne of such grounds, and BuzzOne may suspend the relevant Influencer pending it's investigation; (b) all the Parties shall cooperate with each other in any investigation; and (c) if the Parties agree that the Influencer acted in bad faith, or otherwise in breach of its obligations, BuzzOne may remove that Influencer;
- 3 g) The Brand shall be at liberty to request that any of it's Advertising Materials placed on a Influencer's Digital Media be moved or repositioned. However the Brand shall provide reasons for the same to the satisfaction of BuzzOne.
- 3 h) The Brand shall also be at a liberty to propose / impose special terms and conditions in general or during Special Packages / Bonus Programs the Influencer provided that these do not conflict with these Terms or BuzzOne's Terms and Conditions. The Brand agrees and acknowledges that these Terms and BuzzOne's Terms and Conditions for Influencers shall prevail in the event of a conflict with any special terms.
- 3 i) BuzzOne may use the Brand's Advertising Materials, its name and trademarks marketed via the Platform as necessary for the Services and in the course of BuzzOne's own marketing activities provided that it does so in accordance with best industry practice.
- 3 j) The Brand shall compensate BuzzOne only to the extent that BuzzOne provides the Services.

#### **4. CALCULATION / COMPENSATION**

- 4 a) As per the Insertion Order, BuzzOne may charge the Brand an initial one-time set up fee. This setup fee will be payable at the submission of Insertion Order. BuzzOne shall commence Services only on receipt of full payment.
- 4 b) Apart from the one-time setup fee, the Brand shall also pay for the Influencer Commission; and for BuzzOne Payables.

- 4 c) Unless otherwise agreed in the Insertion Order, BuzzOne's Tracking Technology or any other third party tool, like, [www.keyhole.co](http://www.keyhole.co), [www.#hashtagging.com](http://www.#hashtagging.com) (as mutually agreed upon, shall be the conclusive system used to track traction and calculate compensation. All transactions pending on the BuzzOne Platform are subject to review and verification by the Brand.
- 4 d) Unless otherwise agreed in the Insertion Order, the Brand shall have a **Confirmation Period** of 30 minutes, from the time the the first Content of the desired action, starting from the date a Call, Lead or Sale is first logged on the Platform, beyond which the the transaction will be deemed to be Confirmed by the Brand.
- 4 e) The Brand has the right to reasonably prove that the transaction logged on the Platform are not valid and allow BuzzOne to review the completeness and accuracy of the Brand's verifications within reasonable time. BuzzOne reserves the right to have, at its own expense, the Brand's information audited during normal business hours.
- 4 f) Any transaction not generated through the Advertising Materials, generated automatically by a technical device or computer software; generated wrongly or in any manner as otherwise agreed in the Insertion Order shall be deemed invalid and BuzzOne shall have no right of remuneration for any Actions that are deemed to be invalid.
- 4 g) Unless otherwise agreed in the Insertion Order, any commission payable by the Brand would be subject to the quantum mentioned and agreed by the Parties. In the event the promised quantum remains unfulfilled for any reason, whatsoever, the calculation shall be done on pro-rata basis according to the net sale value of the specified goods or services (excluding the cost of ancillary services and VAT).

## 5. INVOICING

- 5 a) BuzzOne shall invoice the Brand on the basis of the timelines of the Campaign as agreed / approved by the Brand.
- 5 b) The Brand shall pay / clear each invoice submitted by BuzzOne, in full, from the date of the invoice within 7 working days unless otherwise agreed in writing. The time for payment shall be of the essence of the Contract. BuzzOne reserves it's rights not to start the next Campaign, in case the prior payments have not been cleared, by the Brand.
- 5 c) All Charges payable by the Brand under the Contract are exclusive of all

statutory taxes as applicable from time to time.

- 5 d) The Brand agrees and acknowledges that in the event of any delay in making the timely payment due to BuzzOne under these terms, by the due date, the Brand will be liable to pay interest on the overdue amount on a daily basis from the due date of payment, at the rate of 9% per annum above the RBI base rate. Such interest shall accrue till the payment is received by BuzzOne to its satisfaction, of the overdue amount. The Brand shall be entitled to pay the interest together with the overdue amount.
- 5 e) The Brand shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). However BuzzOne may at any time, without limiting its other rights or remedies, set off any amount due to it by the Brand, against any amount payable by BuzzOne to the Brand, if any.

## **6. BUZZONE REPRESENTATION AND WARRANTIES**

- 6 a) BuzzOne warrants to the Brand that each Influencer allowed to participate has, or shall first have, entered into an agreement with BuzzOne to comply with any Program Rules, refrain from changing any Advertising Materials provided by the Brand and only to use the Advertising Materials in the Digital Media of the Influencer, use the Advertising Materials exclusively in connection with its participation and to refrain from passing any information or Advertising Materials to any third parties and ensure usage of trademarks and logos of third parties, including the Brand, only if BuzzOne or the Influencer has obtained the consent of the rights holder for such use.
- 6 b) It further warrants that the design used for the Digital Media in such manner that Intellectual Property Rights of third parties are not violated and applicable laws, including any applicable provisions for consumer protection, are not breached.
- 6 c) BuzzOne shall refrain from allowing depicting displays of violence, sexually explicit or pornographic content or making discriminatory statements or representations with regard to race, gender, religion, nationality, disability etc. It shall not allow any compromise or damage to reputation of the goods, services, brand, operations or goodwill of BuzzOne or the Brand.
- 6 d) BuzzOne shall use all reasonable endeavours to ensure that Influencers comply with their obligations under BuzzOne's Terms and Conditions for Influencers. The Brand shall have the right and is encouraged to assert all claims directly against the Influencer which result from Influencer's breach of its obligations.

- 6 e) BuzzOne agree and acknowledge that it shall provide all due help and support in relation to the Advertising Materials and / or Digital Media for optimized promotional exercises so taken up and shall facilitate complete coordination between the Brand and the Influencer.
- 6 f) BuzzOne represents that the agreed payment to be paid to the Influencer shall only be made on receipt of the payment from the Brand for the Campaign, in which the Influencer has participated.

## 7. BRANDS REPRESENTATION AND WARRENTIES

- 7 a) The Brand shall ensure that all information provided to BuzzOne at registration and requested by BuzzOne from the Brand thereafter is complete and accurate.
- i. keep BuzzOne updated of all changes that may be relevant to the promotion/s / Campaign;
  - ii. obtain and maintain all necessary licenses, permissions and consents for the design of its Digital Media and Advertising Materials prior to start of Services;
  - iii. ensure that its Digital Media and any Advertising Materials are suitable for use and do not compromise the reputation, brand, operations or goodwill of the Brand and do not contain violence, sexually explicit or pornographic content and / or statements that may be considered discriminatory with regards to race, religion, gender, nationality, disability, sexual orientation or age,
  - iv. cooperate fully with the authorities in the event that it is necessary to disclose any information to the authorities.
  - v. ensure full compliance with all applicable laws including but not limited to data protection and privacy laws. The Brand shall not use any personal or confidential information, including that information belonging to Users, Influencers or BuzzOne except as necessary to carry out its contractual obligations with these parties.
- 7 b) If the performance of BuzzOne of any of its obligations is prevented or delayed by any act or omission by the Brand or failure by the Brand to perform any relevant under the Contract (**Brand Default**), BuzzOne shall not be responsible for the same.
- 7 c) BuzzOne without limiting its other rights or remedies shall have the right to suspend the Services till the Brand removes it's default, without any obligation / liability whatsoever, including but not limited to any costs or losses sustained or

incurred by the Brand arising directly or indirectly from the failure or delay of BuzzOne to perform any of its obligations in these T&Cs.

7 d) the Brand shall reimburse BuzzOne on written demand for any costs or losses sustained or incurred by BuzzOne arising directly or indirectly from the Brand Default.

7 e) The Brand warrants to BuzzOne that it has and will continue to have full authority to enter into and perform the Contract, it will comply with all applicable laws of the land, including any applicable provisions for consumer protection, shall ensure no Advertising Materials shall infringe the Intellectual Property rights of any third party, and nor will the Brand do anything that causes BuzzOne or Influencers to infringe such rights, it shall have any necessary authorisation to advertise and promote regulated products or services, wherever applicable and keep its Platform login details secure and shall immediately notify BuzzOne to avoid any unauthorized use of its login details at any time, during the Term of The Contract.

## **8. INFLUENCERS REPRESENTATION AND WARRENTIES**

8 a) The Influencer agrees and acknowledges that, it is of legal age to enter, agree to these T&Cs and has duly read and understood the same.

8 b) It will voluntarily, opt for a certain campaign and may change, modify or alter the Advertising Material to it's own understanding with an intent to make the best impact for the Brand amongst the Target Audience.

8 c) Accepts and agrees that BuzzOne will not be responsible for any Advertising Material and the final Content, as uploaded by the Influencer. The same will be as per the Influencer's discretion and choice, in words and intent as desired to be achieved by the Brand.

8 d) The Influencer agrees and understands that the Content so created will be the exclusive Content of the Influencer for the purpose of this understanding and neither BuzzOne nor the Brand shall be responsible, liable for the same at any time. It is the duty / responsibility of the Influencer to keep the content so generated free from any ambiguity, malice, negative influence, and to further ensure that the content is not derogatory, mischievous, inflammatory and should not hurt any religious and racial sentiment of the public at large.

8 e) Influencer agrees and undertakes that the agreed payment is to be received by the Influencer, in form of either ecommerce gift vouchers, through e-wallets, NEFT or such like and the shall be made by BuzzOne only on receipt of



the payment from the Brand for the Campaign, for which the Influencer has participated.

- 8 f) Influencer further agrees to provide requisite proof of deliveries to be entitled to payment, subject to provision of issuance of invoices to BuzzOne in the format which is available at BuzzOne on request B within 3 clear days of completion of the Campaign, failing which the entitlement to the receivables by the Influencer, will considered waived.

## **9. TERM AND TERMINATION**

- 9 a) The Contract Term shall be as set out in the Insertion Order. At the end of the Contract Term, the Contract shall automatically renew for a term of the same duration as the Contract Term unless terminated.
- 9 b) If the Brand has not operated for a period of three consecutive months, BuzzOne reserves the right, to deactivate the Brand's account on the Platform, by giving written notice.
- 9 c) Without limiting its other rights or remedies, either Party may terminate the Contract by giving the other Party not less than 30 calendar days' written notice prior to the end of the Contract Term or any Subsequent Contract Term.
- 9 d) Parties may enter into a contract review as agreed in the Insertion Order to negotiate in good faith any amendments to the Contract (Contract Review). If no agreement can be reached, then the Contract shall terminate at the end of that Contract Term or as agreed mutually.
- 9 e) Without limiting its other rights or remedies, either Party may terminate the Contract with immediate effect in case:
- i. of any material breach which is not remedied within 14 days of receipt of notice in writing to do so;
  - ii. the other Party becomes insolvent or is deemed unable to pay its debts as per the provisions of The Provincial Insolvency Act, 1920, or The Companies Act, 2013 or applicable provision from time to time.
  - iii. the other Party's financial position deteriorates that in the opinion of BuzzOne the capability of the Brand to adequately fulfil its obligations under the Contract.
- 9 f) Without limiting its other rights or remedies, BuzzOne may, in its sole discretion, suspend / terminate the Contract with immediate effect by giving written notice to the Brand if:
- i. the Brand fails to pay any amount due under this Contract on the due date for payment and fails to pay all outstanding amounts within 14 days after being

- notified in writing to do so; or
- ii. the Brand commits a material breach of the Contract which it has not remedied within 14 days after being notified in writing to do so.

## **10 CONSEQUENCES OF TERMINATION**

- 10 a) On termination of the Contract for any reason, the Brand shall immediately pay to BuzzOne all of the outstanding unpaid invoices and interest in respect of Services supplied but for which no invoice has been submitted, BuzzOne shall submit an invoice, which shall be also payable.
- 10 b) BuzzOne shall immediately cease use of the Brand's Intellectual Property Rights, on it's own and also through the Influencers and shall get the account deactivated.

## **11. LIMITATION OF LIABILITY**

- 11 a) Nothing in these Terms shall limit or exclude the liability of BuzzOne for any death or personal injury proven to be caused by its direct negligence, or the negligence of its employees, agents or subcontractors; or any fraud or fraudulent misrepresentation.
- 11 b) BuzzOne however shall under no circumstances be liable to the Brand either directly or indirectly whether in contract, tort, breach of statutory duty, or otherwise, for any loss of profit, loss of data or the restoration of data, loss of reputation or goodwill, or any indirect or consequential loss arising under or in connection with the Contract;
- 11 c) The Brand agrees and acknowledges that the total liability of BuzzOne to the Brand in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of setup fee paid to BuzzOne by the Brand.
- 11 d) BuzzOne does not give any warranty, guarantee or representation in respect of the number of valid transactions that will be generated by use of the Services, the benefit to be derived from using the Services; or number of Influencers that may subscribe to and use the Platform.
- 11 e) If the Brand opts to allow BuzzOne to select Influencers on its behalf, BuzzOne shall not be liable for any loss or damage suffered by the Brand resulting from its selection of Influencer and/or Digital Media provided that it has acted reasonably and in good faith.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12 a) The Brand shall retain all Intellectual Property Rights in or arising out of its Advertising Materials and Digital Media.
- 12 b) The Brand grants to BuzzOne and the Influencers, for the purposes of providing the Services and the operation of the Affiliate Program only, a limited, non-exclusive, royalty-free license to display and otherwise use the Brand's Intellectual Property.
- 12 c) The Influencer agree that the Brand and BuzzOne shall retain all Intellectual Property Rights in or arising out of provision of the Services, including the final product as posted by the Influencer towards the promotional activity. The Influencer specifically disclaims and waives it's rights to the IPR rights in the final product for which it has received it's remuneration.
- 12 d) Each Party agrees and assures to the other that it shall not acquire / claim any title to any of the other party's Intellectual Property Rights by virtue of the rights granted to it under the Contract.

## **13. CONFIDENTIALITY**

All Parties to this Contract agree that the receiving party shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall disclose such confidential information to those of its employees, agents, subcontractors and clients only on need to know basis, to be used strictly for the purpose of discharging the obligations under the Contract, and shall ensure that such employees, agents, subcontractors and clients comply with such obligations. The receiving party however, may disclose such confidential information pursuant to the direction of any governmental or regulatory authority or by a court of competent jurisdiction.

## **14. GENERAL**

BuzzOne may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent. The Brand shall not, without the prior

written consent of BuzzOne, create any of its rights or obligations under the Contract.

## **15. REPRESENTATION:**

By using this Site, you represent, warrant and agree that, this is a legally binding agreement between you and BuzzOne and that you are a resident of India, at least 18 years old and are otherwise capable of entering into a contract under applicable laws. If you are the parent or guardian of a child under 18 years of age, by registering on the Site you provide your consent to your child's registration and you agree to be bound by these Terms in respect of their use of our Site. You further warrant and represent that you have the legal capacity to enter into the agreement set out in these Terms and that they will be legally enforceable against you to the maximum extent permitted by applicable law (i.e. that you are of sufficient age and mental capacity and are otherwise entitled to be legally bound).

### **15.a) Notices:**

Notices given to a Party under or in connection with the Contract shall be in writing, addressed to that Party at the address sent through speed post, courier. and at the email address as set out in the Insertion Order.

### **15 b) Severance:**

If any term of the Contract is or for any purpose becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part- provision shall be deemed deleted. Any modification to or deletion of a term shall not affect the validity and enforceability of the rest of the Contract.

In the event of the illegality, invalidity or unenforceability of any term of the Contract, for any reason, the parties shall negotiate in good faith to mutually amend such provision so that post amendment it is legal, valid and enforceable, and, to the maximum possible extent, achieves the intended result of the original provision.

### **15 c) Force Majeure:**

Neither Party shall be liable for any delay in performance of any respective

obligation under this Contract (except for failure to pay pecuniary Charges) if such delay is caused by an event beyond the reasonable control of that Party including but not limited to failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire or flood.

15 d) **Waiver:**

A waiver of any right or remedy under the Contract or law will apply only if given in writing but not amount to be deemed as a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under the Contract or by law shall apply as a waiver of that or any other right nor shall it prevent or restrict the further exercise of that or any other right or remedy.

15 e) **Indemnification:** Each party shall indemnify, defend, and hold the other party harmless, including but not limited to its directors, officers, employees, shareholders, partners, agents, and affiliates,] against all claims, liability, and expenses (including legal fees) arising from:

- i. any breach of any agreed representation or warranty contained herein;
- ii. any breach or violation of any covenant or other obligation under this agreement or applicable law;
- iii. any third party claim or proceeding brought against one party based upon duly proven product liability, infringement, use of goods or services, or personal injury or death;
- iv. any claim or proceeding brought by any governmental agency;
- v. any claim alleging negligent / mischievous act or omission or willful conduct of the other party or its directors, officers, employees, shareholders, partners, agents, or affiliates],
- vi. any claim arising from [specified covered claim(s)].

Subject to:

- i. promptly notifying the indemnifying party of any claim in writing;
- ii. cooperating with the indemnifying party in the defense of any claim; and
- iii. granting the indemnifying party sole control of the defense or settlement of the claim.

However the parties shall not be entitled to any indemnification if the claim is based on or results in any material part from the negligence or unlawful or wrongful acts attributable to the party seeking indemnification.

It is further agreed between the Parties that the respective parties shall not be entitled to indemnification unless due and written notice is given to the indemnifying party within 3 clear days from the date of the event resulting in the loss, damage, injury, or liability forming the basis of the indemnified claim.

The parties agree that the maximum amount of all indemnification claims shall not exceed the amount of the IO for the Campaign against which the indemnity is sought.

15 f) **Non-partnership:** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between BuzzOne, the Brand and / or the Influencer, nor constitute either Party the agent of the other for any purpose. Neither Party shall have authority to act as agent for, or to bind, the other Party in any way. The Brand / Influencer agree and acknowledge that neither shall, in any manner either directly or indirectly approach, communicate or deal with either, for any purpose whatsoever, without explicit written permission of BuzzOne.

15 g) **Rights of third parties:** No person who is not a party to the Contract shall have any rights to enforce its terms.

15 h) **Variation:** Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is in writing and signed by BuzzOne.

15 i) **Governing law and jurisdiction:** The Contract, and any dispute or claim arising out of or in connection with it shall be governed by, and construed in accordance with applicable Indian Laws. The courts of Delhi shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

## **ACKNOWLEDGEMENT**

By submitting the '**Submit**' button, the Party agrees and acknowledges that it has read and understood the terms of this General Terms and Conditions / Contract and has explicitly agreed to, and shall continue to agree to the same in full, is competent to enter into this understanding and is ready to enter into

/execute these legally binding Terms and Conditions / Contract.

## TERMS OF USE

This is the official site ("Site") of Digital Trigger Pvt Ltd (Buzzzone)("Company"), a company duly incorporated under the laws of India. In order to use this Site, you must agree to these terms and conditions ("Terms"), which are legally binding terms to govern your use of this Site. Please read these Terms carefully as they affect your legal rights and obligations.

### INTRODUCTION

This Site is an online portal that allows organized interaction with social media influencers. This Site brings together companies/ individuals who are seeking valuable inputs on specific brands/topics and bloggers/individuals/social media influencers who are willing to provide such inputs.

We only make available the Content (*as defined hereinafter*) on various brands/topics on an 'as is' basis, as provided by bloggers/individuals/social media influencers. Nothing contained herein shall be deemed to construe as the advice, views, opinions or beliefs of the Company or endorsement of any brand/topic by the Company, and the Company makes no claim of accuracy of any user-posted material. The bloggers/individuals/social media influencers shall be solely responsible for any Content being provided by him/her and any liability arising in respect thereof including against the Company, and must ensure compliance with all laws or regulations applicable to him/her and the Content. You agree that the Company will not be held responsible, in any manner whatsoever, for any Content or liability arising out of any Content posted/displayed on the Site and/or any use /access of the same by any third party and is under no obligation to disable or otherwise restrict such use/access.

'Content' shall mean and include any inputs on specific brands/topics by any user including any blogger/individuals/ social media influencers which may be in the form of a any text, reviews, comments, data, information, images, photographs, music, sound, video or any other material or any reactions thereto.

### ACCEPTANCE OF TERMS OF USE

These Terms constitute a legally binding agreement. This Site is made available to you to access on the condition that you accept the Terms contained herein, without modifications and reservations of any of the Terms as contained herein, and by accessing the Site, you represent and warrant that you have read and understood, and agree to be bound by, these Terms and the Privacy Policy, which is incorporated herein by reference and made part of these terms, without limitation or qualification. Use or access of any part of the Site constitutes unconditional acceptance of these terms.

This Site may contain links to other websites, web pages and services which may have their own terms and conditions of use and you shall be bound by such terms and conditions of use. We are not responsible for the contents of any such external hyperlinks, and references to any external links should not be construed as an endorsement of the links or their content. Use of such hyperlinks and third party content contained therein and other sites is entirely at your own risk. The Company does not make any



representations or warranties about any such sites you may access through the Site. Further, such other sites are not covered by the Company's Privacy Policy and the information usage practices may be different from ours. Users should consult the privacy policies of such sites before submitting any personal information, as we are not responsible for and have no control over the manner in which such sites collect, use, disclose, or otherwise process your personal information.

You shall ensure that prior to any third party accessing the Site through your electronic device you shall cause such person to understand and accept the Terms contained herein.

If you do not understand the Terms herein, or do not agree to be bound by these Terms, you may not use or otherwise access this Site in any manner.

## **ELIGIBILITY**

By using this Site, you represent and warrant that you are a resident of India, at least 18 years old and are otherwise capable of entering into a contract under applicable laws. If you are the parent or guardian of a child under 18 years of age, by registering on the Site you provide your consent to your child's registration and you agree to be bound by these Terms in respect of their use of our Site. We will at all times assume (and by using this Site you warrant that) you have the legal capacity to enter into the agreement set out in these Terms and that they will be legally enforceable against you to the maximum extent permitted by applicable law (i.e. that you are of sufficient age and mental capacity and are otherwise entitled to be legally bound in contract).

## **CHANGES OR MODIFICATION TO THE TERMS**

We reserve the right, in our sole discretion, without any obligation and without any notice requirement and for any reason, to change, improve or correct the Terms and to suspend and/or deny access to this Site or portions thereof for scheduled or unscheduled maintenance, upgrades, improvements, corrections or otherwise. Changes to the Terms will be effective as on the date they are posted. The Company is not bound to provide you with any updates or notice of such revisions to the Terms and you should visit the Terms regularly to review the applicable Terms. Your continued use/access of the Site signifies your acceptance of any revisions and explicit renewal of your consent to such revisions. These Terms control the relationship between the Company and you. They do not create any third party beneficiary rights.

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- b. Reverse engineer, decompile, or disassemble any aspect of the Site;
- c. Transmit or communicate any data or commit any act that is unlawful, harmful, threatening, abusive, harassing, defamatory, demeaning, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- d. Transmit or post Content in inappropriate categories or areas on the Site;
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- i. Transfer your account, username and password to a third party without our prior written consent in this regard;
- j. Take any action that may undermine the feedback or reputation systems (such as displaying, importing or exporting feedback information or using it for purposes unrelated to the Site);
- k. Distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
- l. Use the Site if you are below 18 years of age. If you are the parent or guardian of a child under 18 years of age, by registering on the Site you provide your consent to your child's registration and you agree to be bound by these Terms in respect of their use of our Site;
- m. Harm minors in any way;
- n. Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- o. Forge headers or otherwise manipulate identifiers in order to disguise the origin of any data transmitted to other users;
- p. Transmit, access or communicate any data that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- q. Transmit, access, or communicate any data that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party or is in any manner plagiarised;

- r. Transmit or communicate any data that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- s. Interfere with or disrupt the Site or any other user's use of the Site;
- t. Include programs which contain viruses, worms, 'time bombs' and/or 'Trojan horses' or any other computer code, files or programs designed to interrupt, harm, overload, collapse, destroy or limit the functionality of any computer software, Site or hardware or telecommunications;
- u. Intentionally or unintentionally violate any applicable local, state, national or international law, including securities exchange and any regulations requirements, procedures or policies in force from time to time relating to the Site;
- v. Monitor traffic or make search requests in order to accumulate information about individual users;
- w. Modify, delete or damage any information contained on the personal computer of any other user;
- x. Use the Site in any way related to any illegal activity;
- y. Harm the Site including using any program or other mechanism to slow or "crash" the network;
- z. Disobey any policy or regulations established from time to time regarding use of this Site or any networks connected to this Site;
- aa. Threaten the unity, integrity, defense, 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;
- ab. Allow usage by others in such a way as to violate these Terms.

You shall be solely responsible for your interactions with other users and any other parties with whom you interact through the Site, provided however that we reserve the right, but have no obligation, to intercede in any disputes. You agree that the Company will not be held responsible for any liability incurred as a result of such interactions. We make no representations or warranties as to the conduct of any user/blogger/social media influencer.

You shall strive to make a positive contribution to society and the environment by inter alia maintaining high standards of marketing ethics, respecting human rights, respecting the environment and supporting community organisations. You shall not create work/post Content which is intended or designed to mislead, including in relation to social, environmental and human rights issues through this Site.

We may at any time, without providing you any prior notice, suspend or stop providing access to the Site to you if we believe that you do not comply with our Terms or policies or if we are investigating suspected misconduct. Unauthorised use of the Site will lead to take action as we believe is necessary in our sole discretion to safe guard the Site and the data contained therein.

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You can browse the Site without providing any personal information. However, to use some of the services being offered by the Company and/or third party providers on the Site, you will be required to provide certain personal information like your name, salutation, address, email address, mobile number etc. When you provide the Site with any information, the information has to be accurate and complete. The Company shall assume that any information provided by you is accurate and shall not verify the same. Care must be taken to not impersonate anyone else or choose names that are offensive or that violate anyone's rights. If you don't follow these rules or if we believe the details are not correct, current, or complete, we have the unconditional right to refuse you access to or use of the Site, or any of its resources.

In certain cases, you can avail of the services being provided by the Site by providing your name, email address and mobile number (and any other information specified in the relevant form) when prompted by the Site. The services are only open to persons who provide a valid mobile number and personal information which is true, correct and accurate. Any enrolment to or use of any service is completely voluntary in nature. Upon such enrolment, your mobile number will serve as unique identification number for using the services on the Site. Accordingly, you agree to (i) provide correct details when prompted on the Site and failure to do so may invalidate your request to use such services and (ii) by giving your details you agree to abide by the Terms of Use and applicable Privacy Policy.

Users may have only one active account. Additionally, users are prohibited from selling, trading or otherwise transferring their accounts to another party. If you use the Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your account. You agree to accept responsibility for all activities that occur under your account. You agree to notify the Company immediately of any unauthorized use of your account or any other breach of security. The Company reserves the right to refuse service, terminate accounts or remove or edit any Content in its sole discretion.

By providing such personal information, you consent to receive all information relating to the Site, the services offered by the Site and/or third party providers, all communication and instructions for availing special offers and promotional benefits. You shall solely be responsible for the appropriate use of the same.

You authorize the Company and/or authorized third parties to retain the information shared by you for the purpose of using the Site and/or the services and for any marketing campaign of the Company and/or third party service providers.

Providing the Company and/or third party service providers with any information including personal information through use of the Site shall be deemed to be your consent to the Company and/or third party service providers to communicate with you through email, SMS, phone calls, direct mail and other means of communication.

User experience may vary depending on the type of the device and the operating system that you use and the Company accepts no responsibility for any lack of functionality due to your equipment (including your device, internet connection, operating system or settings and software).

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## **ONLINE PRIVACY POLICY**

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You hereby indemnify, defend and hold harmless the Company and all persons claiming under the Company ("**Indemnified Persons**") from and against any and all losses, claims, demands, liabilities, charges, penalties, fines, damages, costs or expenses, including reasonable legal fees and expert witness fees, resulting from your breach of any of the provisions mentioned in these Terms, representations or



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You acknowledge and agree that the Company is not responsible for any content, websites, software, products or services with respect to the third party services and that you acknowledge and agree that your access or use of the third party services may cause information to be shared among your system and such third party service in a manner not governed by these Terms or Privacy Policy, and that your rights with respect to privacy in such circumstances will be governed solely by the terms of use or privacy policies, if any, for such third party service.

In the event you propose to enter into any transaction with third party providers with respect to the services being provided by third party providers, the Company will direct you to such third party provider

website and/or a third party website authorized by third party providers. You are required to adhere to the terms of use, payment terms, privacy policy and any other policy of such third party providers. In the event your activity is interrupted due to faulty internet connection, or other electronic or wireless device, slowdowns or capacity limitations in the electronic/mobile device, or the web domain of the website to which you are re-directed to enable the payment gateway, the Company is not and shall not be responsible for any loss, damage or liability incurred by you including but not limited to incorrect amount charged to your account/debited, password invalidated, non-acceptance of payment method, amount charged or debited more than once, etc.

Further the Company shall not be a party to any dispute which may arise between you and third party providers and/or between any third parties not being the Company. In the event of such a dispute arising, you hereby release Company, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any manner related to such disputes and/or our services.

## **SITE SECURITY**

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for you or logging onto a server or an account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any other user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mail bombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting; or (f) use or transmit through the Site any unlawful, libelous, threatening, obscene or otherwise objectionable material of any kind or nature or (g) hyperlinking the Site to any other site. Violations of system or network security may result in civil or criminal liability as per applicable law. The Company will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of this Site or any activity being conducted on this Site. You agree, further, not to use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Site other than the search engine and search agents available from the Company on this Site and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer).

## **FRAUDULENT TRANSACTIONS**

We reserve the right to recover the costs and lawyers' fees from persons using the Site fraudulently. The Company also reserves the right to initiate legal proceedings against such persons for fraudulent use of the Site.

## **JURISDICTION**

These Terms shall be governed by, construed and enforced in accordance with the laws of India. You hereby consent and submit to the exclusive jurisdiction of the courts of Mumbai, India for any action however so arising out of these Terms.

If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable for this agreement and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the matters contained herein.

## PRIVACY POLICY

The protection of privacy and security of your personal information is important to Digital Trigger Pvt Ltd (“**Company**”), a company incorporated under the laws of India. We therefore conduct our business, and collect information in compliance with the applicable laws in India and keeping with the following security practices. Our Privacy Policy discloses our information practices regarding information being collected, method of such information collection, use of such information, information sharing if any with third parties, measures to safeguard information collected and the choices that you make about the way such information is collected, used and disclosed including accessing and updating the information.

By using/accessing/registering on [www.Buzzzone.co](http://www.Buzzzone.co) (“**Site**”) you agree to accept the terms of this Privacy Policy. This Privacy Policy applies regardless of the means or device you use to access the Site.

It is clarified that the Company has adopted these privacy principles for the Site alone. This Privacy Policy does not apply to any other third party or to any third party sites which can be accessed using the links available on the Site.

Personal Information shall, for this Privacy Policy, include without limitation, any information that identifies or can be used to identify, contact or locate you, including, but not limited to, name, photograph, salutation, gender, address, phone number and email address, etc. (“**Personal Information**”).

Terms capitalised but not defined herein shall have the same meaning ascribed to them in the Terms of Use.

### PERSONAL INFORMATION THAT WE MAY COLLECT

We only collect Personal Information that you choose to provide us or for the collection of which we have your consent under this Privacy Policy. Through your use of this Site, we will not collect any Personal Information about you unless you voluntarily choose to provide us with the same. However, for safety and security reasons we will monitor your usage of the Site through cookies as mentioned in our Terms of Use.

We collect Personal Information in the following ways:

- When you register online for accessing, submitting or entering any information/content/inputs being offered on the Site;
- When you upload, transmit, display, perform or distribute Content and other Personal Information;
- When you participate in any contests, sweepstakes and/or promotions;
- When you post on a message board;

- When you participate in any survey or poll conducted on the Site, either by the Company or through third parties;
- When you send SMS, MMS or other mobile device based messages;
- When you interact with the content available on the Site;
- When you sign up to receive emails or other communications from the Company or other third parties through the Site;
- When you contact us with a question or comment;
- When you expressly enter information into a text field, post any content or otherwise submit information to us.

We will only collect Personal Information as is permitted by applicable laws and regulations in India. You are under no obligation to provide Personal Information notwithstanding any other law applicable to you, however, not providing this information may prevent you from accessing the information available on the Site.

### **COLLECTION OF NON-PERSONAL INFORMATION**

We may automatically collect certain information from your visit to the Site such as your information about the domain name of the website from which you came, information relating to frequency of visits, average time spent, pages viewed during the visit, your IP address, name of your internet service provider, device specific information, your browser type, operating system and language, your device etc. ("**Non-Personal Information**"). This Non-Personal Information is anonymous information that cannot be easily used to personally identify you. We may use such Non-Personal Information for the purposes of administering the Site, analysing user trends, gathering demographic information, ascertaining how our visitors use our Site, evaluating your use of the information on the Site and to improve content on our Site and performance.

We may share this Non-Personal Information with third party service providers and advertisers to measure the overall effectiveness of our online advertising, if any, content programming and for other bonafide purposes as we may desire, at our sole discretion. By using our Site you expressly provide us with your consent to access such information for one or more purposes deemed fit by the Company.

### **USING THE INFORMATION COLLECTED**

You explicitly consent to the Site and the Company using your Personal Information by (i) using this Site, (ii) registering with this Site, (iii) providing Personal Information or (iv) opting in when presented with the choice, you explicitly consent to the Company using your Personal Information, subject to applicable laws.

We will use the Personal Information provided by you, more elaborately, to:

- Facilitate in providing the services and features that most likely meet your needs;

- Facilitate in providing the information/content/inputs as submitted/posted by you for brand campaigns touters;
- Facilitate in providing the information you request (e.g. send you by email or other electronic means the information);
- Manage our relationship with you;
- Inform you of products, promotions and competitions which you may find interesting;
- Respond to any queries you may have;
- Monitor and improve our Site;
- Develop a more direct relationship with you for the purposes described in this section;
- Deliver content and information via SMS, MMS and other mobile services;
- To enhance and support our relationship with you including to inform you if we change anything important about how the Site works;

The Site will collect, use or disclose the Personal Information provided by you and/or collected by us as mentioned in this Privacy Policy only for the purposes disclosed to you, unless the disclosure:

- is a use of the Personal Information for any additional purpose that is directly related to the original purpose for which the Personal Information was collected,
- is necessary to prepare, negotiate and perform a contract with you,
- is required by law or the competent governmental or judicial authorities,
- is necessary to establish or preserve a legal claim or defense,
- is necessary to prevent fraud or other illegal activities, such as willful attacks on our information technology systems.

Please note that we cannot and will not be responsible for other parties' use of the Personal Information which you make available for public view through the Site.

## **MARKETING PURPOSES**

By accessing the Site, you provide us with your consent to use your Personal Information for marketing purposes.

It is clarified that your participation in marketing activities is voluntary and if you ever want to change your preferences regarding the use of your Personal Information and would like us to remove your information from our marketing e-mails or newsletters, unsubscribe you from our database, or if you would like to change or correct any of your information, please contact us at [contact@buzzone.co](mailto:contact@buzzone.co). Please include your name, email address, and clear instructions regarding any changes you are requesting.

## **OTHER SOCIAL MEDIA**

You may also be able to engage with third party content, as well as content offered to you by the Site, through third-party social networking sites, such as Twitter, Instagram, Facebook, etc. Your access and usage of the Site through any other social networking sites will be subject to the Terms of Use and this Privacy Policy. Providing us with information from your social media account enables us to give you exclusive content, personalize your web experience, and allow us to directly send you promotional and marketing material. It is clarified that your information as seen on social media accounts is governed by your privacy settings and policy and hence we cannot prevent further use of this information and it is your responsibility to control what data you share through privacy settings available on the social media websites.

## **SHARING INFORMATION WITH THIRD PARTIES**

The Personal Information provided by you is stored in our database. If you have chosen to provide us with the Personal Information through your use of the Site, you agree that authorized third parties, including affiliates, associate partners/business partners, will be granted access to your Personal Information. We may transfer or otherwise make available your Personal Information to authorized third parties for various purposes including, to process information on our behalf, including service providers, to host the Site, serve advertisements, send e-mails on our behalf, run contests, promotions, conduct surveys and research, process any online transactions and to operate certain features on the Site.

Further, such third parties may obtain Personal Information that you voluntarily submit to them to make use of the products and/or services and/or any offers being provided by them. We are not responsible for the collection and use of your Personal Information by these third parties. The Company assumes no liability whatsoever for any disclosure of Personal Information due to unauthorized third party access or other acts of third parties, or any other acts or omissions beyond reasonable control of the Company.

In the event the Company is required to respond to subpoenas, court orders or other legal process, your Personal Information may be disclosed pursuant to such subpoenas, court order or legal process, which may be without notice to you.

Further, we also reserve the right to disclose your Personal Information to third parties, in accordance with applicable law, where a complaint arises concerning your use of the Site, where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person and where we believe, in our sole discretion, that your use is inconsistent with the Privacy Policy or our Terms of Use.

The Site may contain links to certain third party websites owned, operated and maintained by third parties. You may enter certain personal information and/or sensitive personal information at third party websites to avail of certain services. You acknowledge that the Company is not responsible for the privacy policies or content practices of such other websites and such websites are subject to their own

privacy policies and are not covered by this Privacy Policy. You expressly acknowledge and confirm that the Company is not responsible for the privacy policies of such third parties' websites that you link to, nor do we have control over the use or security of information provided by you to those websites or collected by those websites. We haven't verified the privacy policy or the manner of collection of information of the third party website. By visiting their website you agree to be bound by their terms of use and privacy policy. It is hereby expressly stated that Company has no control whatsoever over information you submit on third party websites. This Privacy Policy only deals with your Personal Information shared with the Company and the Company shall in no manner be liable for protecting the personal information which you may share on such third party websites. We therefore encourage you to carefully review the privacy policy of any third party websites you visit before using it.

## **SECURITY**

During the course of storing your information we are committed to ensuring that your information is secure. We make every reasonable effort to preserve the privacy and confidentiality of your Personal Information shared with us and we do not allow any unauthorized persons or organization to use any Personal Information that we may collect from you through the Site. However, you understand and acknowledge that no internet site can fully eliminate security risks associated with protecting such information. Further, while we have in place appropriate and required technical and organization security measures to protect your Personal Information against accidental or intentional manipulation, loss, misuse, destruction or against unauthorised disclosure or access to the information we collect online, as required under the applicable laws, we cannot guarantee the security of any information transmitted on the Internet. We cannot guarantee that information you transmit via our service will not be accessed, disclosed, altered or destroyed by breach of any of our safeguards. We therefore advise you to acknowledge this risk while using our services and you hereby agree to do so at your own risk.

## **STORAGE AND RETENTION OF PERSONAL INFORMATION**

Your Personal Information will not be stored for longer than is necessary for the purposes described in this Privacy Policy, or to otherwise meet legal requirements.

## **OPT OUT MECHANISM**

You have the right to request that we remove your Personal Information from our databases and the right to access, update and correct inaccuracies in your Personal Information in our custody or control, subject to certain exceptions prescribed by law. If you choose not to have your Personal Information used to support our relationship (especially direct marketing or market research) or to amend/update the Personal Information, please contact us at [contact@buzzzone.co](mailto:contact@buzzzone.co) by sending us an email to let us know.



## COOKIES

When you access the Site, we send standard technology called “cookies” and web server logs to your computer, to collect information about how the Site is used, for record-keeping purposes and to help automatically recognize your computer the next time you access the Site. The cookies do not contain any personally identifiable information. The Company may use Cookies, and other methods, to store and retrieve data from your web browser. Cookies help us tailor the services offered by the Site to suit your needs and to enhance your online experience and to improve the design and content of the Site to suit your needs. We use this information to do internal research on our user’s demographics, interests, and behaviour to understand, protect and serve our users. Additionally, you may encounter ‘cookies’ or other similar devices on certain pages of the Site that are placed by third parties. We do not control the use of cookies by third parties.

If you do not wish to receive cookies, please configure your Internet browser to erase all cookies from your computer's hard drive, block all cookies or to receive a warning before a cookie is stored. However, blocking Company cookies may disable certain features on our Site and may make it impossible for you to use certain services available on our Site. This may also affect your overall content experience with us.

## GRIEVANCES

Should you have any grievances about the processing of your Personal Information, you may contact **[Sanjay Vasudeva, sanjay@buzzzone.co]**, designated as the Grievance Officer for this purpose.

BY USING THE SITE, YOU SIGNIFY YOUR CONSENT TO THE TERMS OF THIS PRIVACY POLICY. THE COMPANY RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CHANGE, MODIFY, ADD OR DELETE PORTIONS OF THE TERMS OF THIS PRIVACY POLICY AT ANY TIME, WITHOUT PROVIDING ANY PRIOR NOTICE TO YOU. THE REVISED POLICY WILL BE EFFECTIVE IMMEDIATELY UPON POSTING UNLESS OTHERWISE MENTIONED. THIS VERSION OF THE POLICY IS EFFECTIVE FROM **[1/10/2016]**. YOU SHALL BE BOUND BY THE REVISED PRIVACY POLICY AND IT IS YOUR SOLE RESPONSIBILITY TO CHECK THE SAME FROM TIME TO TIME. YOU ACKNOWLEDGE THAT NO KNOWLEDGE OF THE REVISED PRIVACY POLICY SHALL NOT BE A DEFENCE IN ANY PROCEEDINGS WITH REGARD TO THE PRIVACY POLICY.

## **Obligations, undertakings and covenants by Influencers**

- The Influencer must be a resident of India and must be minimum of 18 years of age on the date of his engagement.
- The Influencer shall not be (i) incapable/prohibited from entering into legally binding contracts or (ii) barred from receiving and rendering any services under the laws of India or in any other applicable jurisdiction or (iii) suspended from providing the services.
- The following categories of persons shall not be eligible to provide Content:-
  - employees (including the immediate family members) of the Advertiser, its respective divisions, affiliates, authorized dealers/distributors, agents, which has posted the request for content for its Brands/Topics;
  - Any individual / company professionally connected with the Advertiser, which has posted the request for content for its Brands/Topics.
- The Influencer shall only post and upload the required Content that are proper and do not fall under any of the categories mentioned below, apart from such other restrictions imposed by applicable laws:
  - defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of any Person, including but not limited to the Brands/Topics, Campaign(s), Company, Advertiser(s), employees, directors or representatives of the Company and/or Advertiser(s);
  - publish, post, upload, distribute or disseminate any inappropriate, profane, offensive (including personal comment), defamatory, derogatory, negative, abusive, infringing, obscene, indecent or unlawful topic, name, material or information through any blog, tag or keyword;
  - post Content or items in inappropriate categories;
  - publish, post or upload any Content with an intent to cause any harm to the reputation of any other brand/topics;
  - upload Content that shall infringe upon or misappropriate any Intellectual Property Rights or proprietary rights or rights of publicity or privacy of any Person or contain software or other material protected by Intellectual Property Rights of any third party, unless the Influencer owns or controls the said rights or has received all necessary consents thereto;
  - transmit, access or communicate any data that he/she does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
  - forge headers or otherwise manipulate identifiers in order to disguise the origin of any data transmitted to other users;
  - take any action that may undermine the feedback or reputation systems (such as displaying, importing or exporting feedback information);
  - transfer his/her account, username and password to a third party;
  - distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
  - upload or distribute Content that contain viruses, corrupted files, 'Trojan horses' or any other similar software or programs that may interrupt, harm, overload, collapse, destroy, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information, limit the functionality or damage the operation of the website or any third party's computer;
  - conduct or forward surveys, contests, pyramid schemes or chain letters;

- harvest or otherwise collect information about users, including email addresses, without their prior written consent;
  - download / distribute any content posted by another user of a similar service that the Influencer knows, or reasonably should know, cannot be legally distributed in such manner;
  - falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of origin or source of software or other material contained in a Content;
  - impersonate any person or entity or falsely state or otherwise misrepresent his/her affiliation with a person or entity;
  - engage any illegal activity;
  - shall not contain material linked to terrorist activities;
  - shall not contain information on development, design, manufacture or production of missiles, or nuclear, chemical or biological weapons;
  - violate any applicable laws or regulations for the time being in force in or outside India;
  - by act, word, deed or otherwise make any statement to the effect that the Influencer is associated with the Company in any manner; and
  - threaten the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevent investigation of any offence or is insulting any other nation;
  - violate the terms of his engagement, terms of use, privacy policy or any other terms and conditions as may be applicable to him/her.
- The Influencer shall be responsible for maintaining the confidentiality of his/her account and shall be fully responsible and liable for all activities that occur under his/her account. The Influencer shall (a) immediately notify the Service Provider of any unauthorized use of the Influencer's password and/or account or any other related breach of security, and (b) ensure that Influencer exits from his/her account at the end of each session.
  - The Influencer shall not engage any actions/activities such as reverse engineering, modification, copy, distribution, transmission, display, reproduction, publishing, licensing, creating derivative works of, transferring, or selling any information, software and/or any third Party's intellectual property, without being authorised to do so.
  - The Influencer shall be solely responsible for the Content being provided by him/her and any liability arising in respect thereof including against the Company, and must ensure compliance with all laws or regulations applicable to him/her and the Content. The Influencer shall assume all risks associated with use of such Content, including any reliance on its accuracy, completeness or usefulness by others.
  - The Influencer must submit the Content within the date specified by the concerned Advertiser(s). Any Content submitted after the due date shall be rejected.
  - The Influencer must submit the Content individually. Any content that Advertiser(s) or Company believe, in their sole discretion, to have been made (a) via participation in a syndicate or (b) via any form of machine-assisted intervention enabling computer generated multiple entries, shall be

disqualified. The Company and concerned Advertiser's decision to consider the Content is final and no correspondence from the Influencer shall be entertained on the issue.

- The Influencer shall not make the Company responsible for the manner or circumstances in which third parties access or use the Content.
- In relation to Influencer's account, the Influencer must adhere to the following guidelines:-
  - Influencer's profile shall accurately represent his/her experience, skills, expertise and personal information;
  - Influencer's profile photos shall be clear and appropriate for a professional, global community;
  - Logo, clip art, group pictures, or heavily digitally manipulated pictures shall be prohibited;
  - Each Influencer shall be allowed to have only one account;
  - Influencer's account shall not be shared or duplicated in any way;
  - Attempting to mislead by falsely implying a relationship with the Company or any Advertiser shall not be allowed;
  - Sharing contact information such as email, phone number, or Skype ID profile/account shall not be allowed;
  - Any offer of services that is spam in nature shall be strictly prohibited.
- The Influencer shall, at all times, adhere to the confidentiality provisions in respect of Confidential Information set out herein.
- The Influencer shall not be entitled to solicit any work and get paid for, with the Advertiser outside the scope of his arrangement by the Service Provider.
- The Influencer shall warrant and certify that he/she has the authority and is legally entitled to upload and post Content, and that the same does not infringe any Intellectual Property Rights, personal or privacy rights or other rights of any third party/ Person(s) and has not been in any manner plagiarised. The Influencer shall further be required to warrant that no action, suit, proceeding, or investigation has been instituted or threatened relating to any Content, including but not limited to infringement of Intellectual Property Rights in the Content, formerly or currently used by the Influencer in connection with his engagement by the Service Provider pursuant to this Agreement.
- The Influencer shall execute Influencer Empanelment Documents and shall consent and agree to have read, accepted and fully understood the terms set out therein.
- The Influencer shall:
  - absolutely and irrevocably assign to the Company and the respective Advertiser(s), to the exclusion of other Persons, all the rights, title and interest, including the Intellectual Property Rights that the Influencer has or may in the future become entitled to, in the Content, in any media, medium, manner, means, technology or delivery system, or combination of them, which currently exists or which is developed in the future. The Influencer shall ensure that such rights solely and exclusively belong to the Company and the respective Advertiser(s) and include right to sub-assign, as if the same was created as a work for hire.

- where the aforesaid assignment of rights is not possible, the Influencer shall grant the Company and the respective Advertiser(s), an exclusive, worldwide, perpetual, irrevocable, licensable (through multiple tiers) right to use or exercise any and all the aforesaid rights.
  - wherever possible, irrevocably and unconditionally waive any and all moral rights or any rights of similar nature under any law in any jurisdiction in and to any intellectual property created pursuant to his empanelment by the Service Provider as required under this Agreement.
  - the Company and the Advertiser(s) have the right to use, explore, exploit and utilize the said Content worldwide and in perpetuity without any further payment, cost or reference to the Influencer.
  - ensure that the aforesaid right include right to modify or alter or adapt the Content.
  - do all acts, deeds and things including execution of necessary documents without charge or compensation but at the cost of the Company and the respective Advertiser(s), for fully and effectively vesting the aforesaid rights in the Company and the respective Advertiser(s).
- The Influencer shall never post and/or say any kind of negative communication including but not limited to the defamatory, derogatory, abusive, false or incorrect comments, bad words, misrepresentations, complaints, grievances etc. in any media including but not limited to TV, print, radio, social media including tweets, Facebook posts, digital platforms, blogs etc. or in person before any third party or any individuals; pertaining to or in relation to the Company, Advertiser(s), its employees, representatives, group companies, clients or affiliates, the Campaign, Brands/Topics, Consideration, remuneration, payments process etc.
  - The Influencer shall verify the accuracy of all information on his/her own before undertaking any reliance on any information provided through any third party content or website which may be contained on the Service Provider's website/app ("**Linked Sites**"). In the event that by accessing any such Linked Sites, the Influencer is exposed to content that he/she considers offensive or inappropriate, the Influencer shall not hold the Service Provider/Company responsible or liable for the same.
  - The Influencer shall be solely responsible for his/her interactions with other users and any other parties with whom he/she interacts while his engagement with the Service Provider, provided however that the Service Provider reserves the right, but have no obligation, to intercede in any disputes. The Influencer hereby agrees that the Service Provider/Company will not be held responsible for any liability incurred as a result of such interactions.
  - The Influencer shall strive to make a positive contribution to society and the environment by *inter alia* maintaining high standards of marketing ethics, respecting human rights, respecting the environment and supporting community organisations. The Influencer shall not create work/post Content which is intended or designed to mislead, including in relation to social, environmental and human rights issues.
  - The Influencer shall give appropriate consideration to the impact of his/her Content on minority segments of the population, whether that minority be by race, religion, national origin, colour, sex, sexual orientation, gender identity or expression, age or disability.