

TERMS AND CONDITIONS

Gypa Media Private Limited (the “Company”), an entity duly incorporated under the Companies Act, 2013, owns and operates the interactive website www.chamko.me, which is a video influencer platform, its mobile-friendly website interface and its mobile application (individually and collectively referred to as the “Platform”). For the purpose of these Terms and Conditions, the use of “we”, “us” and “ours” refers to the Company and “you” and “your” refers to the User.

These Terms and Conditions (the “Agreement”) constitute a legally binding agreement between you and the Company regarding your access and use of the Platform. By accessing the Platform whether as Visitor (meaning you simply browse the Platform for informational or other purposes) or as a User (meaning you have registered yourself on the Platform), you agree to be bound by this Agreement and the Privacy Policy (the “Policy”) provided on the Platform. In case you disagree, kindly exit the Platform immediately.

Please note that this document is an electronic record in terms of Information Technology Act, 2000 and rules made thereunder as applicable and the amended provisions pertaining to the electronic records in various statutes as provided under the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.

You are hereby requested to read the Agreement very carefully as your access to the Platform of is subjected to your acceptance and compliance with the terms as provided below:

1. DEFINITIONS:

- 1.1. **Account** shall mean and refer to the setting up of the account on the Platform by Users for availing the Services.
- 1.2. **Agreement** shall mean and refer to these Terms and Conditions and shall include the annexures, schedules and attachments, including any amendment/modification thereto.
- 1.3. **Applicable Laws** shall mean and refer to all the prevailing laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, which apply to the Parties or to the subject matter of this Agreement.

- 1.4. **Content** shall mean and refer to all the images and videos created by the Users.
- 1.5. **Services** shall mean and refer to all digital media and marketing services provided by the Company to the User through the Platform.
- 1.6. **User** shall mean and refer to every person or entity who has registered on the Platform and holds a valid Account.
- 1.7. **Visitor** shall refer to every person or entity who accesses the Platform without registration.

2. INTERPRETATION

- 2.1. The words “include” and “including” are to be construed without limitation;
- 2.2. Words importing the singular include the plural and vice versa;
- 2.3. Any reference to a statutory provision shall be deemed to include a reference to any rules or regulations thereunder and any statutory modification or re-enactment thereto;
- 2.4. The terms “herein”, “hereof”, “hereto”, “hereunder” and words of similar purport refer to this Agreement as a whole;
- 2.5. The use of the masculine gender in this Agreement shall be deemed to include the feminine whenever the context shall so require.
- 2.6. The clause headings are for convenience only and do not form part of this Agreement and shall not be considered in construction or interpretation of this Agreement.

3. SCOPE OF SERVICES

- 3.1. This Agreement is applicable to every person who accesses the Platform as a Visitor for gaining information about the Company and its Services or holds a valid Account on the Platform post-registration.
- 3.2. If you are Influencer who has been appointed by the Company for the creation of Content, you agree to abide with the terms of the Creator Agreement available on the Platform, in addition to this Agreement and the Policy.

3.3. Further, the Company reserves the right to block your access from the Platform if you are found acting in contravention of this Agreement and/or the Policy.

3.4. You, by accessing or using the Platform, acknowledge that you are well aware of the terms of this Agreement, have read and understood them and hereby agree to be bound by it.

4. ACCOUNT REGISTRATION AND USE

4.1. For the purpose of availing the Services rendered by the Company, you will be required to create an Account on the Platform, without which the Company shall be unable to provide the Services.

4.2. For setting up an Account, you shall be asked to provide us with your personal data, i.e., your name and contact number. We require your contact number for verification and communication purposes, hence you are advised to provide us with an active number used by you. For successful registration on the Platform, you will be required to protect your account by setting up a unique password.

4.3. Post successful creation of your Account, you will gain access to the Platform, however, you will be required to create your profile on the Platform, for which you shall have to provide us with your:

(a) Profile Photo

(b) Personal Information, which includes Name, Bio (i.e. general description about yourself), gender, email information, native state, city, amongst others.

(c) Professional Information, which includes your talent, talent manager details, amongst others.

(d) Social Media Profile Link, contain links to your social media accounts including, Instagram, Youtube, Tiktok, Facebook, Helo, Vigo, Sharechat, amongst others.

(e) Bank Details which includes, Account Holder Name, Account Number, Bank Name, Bank Branch Address, IFSC Code, Cancel Cheque Image, PAN Card Number and Image, Aadhar Number and Image.

- 4.4. It is mandatory for you to provide us with the required details, failing which we will be unable to provide the complete Services to you.
- 4.5. Your Personal Data shall be protected by us in accordance with the Privacy Policy provided on **Chamko.me** and the Information Technology Act, 2000 and the rules made thereunder. Further, it is your responsibility to keep the account details, login id and the password confidential at all times, remain vigilant and not share such confidential information with any third person.
- 4.6. The Company's representatives may generally contact you for the purpose of taking your feedback with respect to the Services, resolving your queries or sending out periodic emails; however, any representative of the Company shall never contact you to inquire about their account credentials or the Bank details and you agree to remain vigilant and never share such information with any third person. Further, you should inform the Company immediately regarding such faux calls/emails in order to enable the Company to take appropriate steps towards the same.
- 4.7. Please note, that the information, images, videos, comments provided by you on the Platform shall be treated as non-confidential by the Company. By providing such information, you grant the Company an irrevocable and unrestricted license to use, modify, reproduce, transmit, display and distribute the same, for any purpose whatsoever.
- 4.8. You hereby accept the responsibility for all activities that are initiated under your account and the Company shall not be liable to any person for any loss or damage which may arise as a result of any failure by the User to protect its personal information, including the account credentials and the bank details. For any suspected breach, you are advised to contact us immediately in order to enable us to take the necessary actions.
- 4.9. You agree to use the Services provided by the Company for lawful purposes only and agree to comply with the Applicable Laws and regulations while using and/or transacting on the Platform.
- 4.10. The Company reserves the right to refuse Services, terminate the User Account, or cancel the Services in its sole discretion.
- 4.11. You agree to provide true, accurate, current and complete information about yourself as prompted by Company during the registration process; and for any changes in this data at a

later stage, the User shall promptly inform the Company regarding the same. In case, any information provided by you is found to be untrue, inaccurate or incomplete or the Company suspects such reasonable grounds to suspect such information to be untrue or inaccurate, the Company will have the right to indefinitely suspend or terminate your Account and refuse to provide you with access to the Platform.

5. MEMBERSHIP AND ELIGIBILITY

- 5.1. By accessing the Platform, you agree that you are eligible to enter into a legally binding contract under the Applicable Law. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 are not eligible to use the Platform, and their access shall be restricted or blocked as soon as the Company becomes aware of the same.
- 5.2. Individuals may use the Platform only if they are above 14 years of age. The Company reserves the right to terminate your membership and refuse to provide you with access to the Platform if the Company discovers that you are below 14 years.
- 5.3. In case of a legal entity, you represent that you have the necessary authority to bind the entity under this Agreement and the Policy.
- 5.4. Users who choose to access the Platform and consequently avail the Company's Services are responsible for compliance with local laws if and to the extent local laws are applicable.

6. MODIFICATION

The Company reserves the right at all times to discontinue or modify the Agreement and/or our Policy as we deem necessary or desirable without any prior notification. Any such modifications would be effective immediately. We suggest that you read this Agreement and Privacy policy from time to time to stay informed. Any use of the Platform after such modifications would be deemed to constitute acceptance of the modified Agreement or Policy by you.

7. CONTENT, INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

- 7.1. Except for the information, images and videos provided by the User, all the content on Platform including without limitation the text and information on the Platform, the logos, images, graphics, slogans, text, content, software, code, illustrations, icons, programs, (the "Upload");

the look and feel of the Platform; and the compilation and arrangement of the Upload and other material exclusively belongs to the Company. Your access or usage of the Platform does not confer upon you any right or license in the intellectual property or proprietary information of the Company as stipulated herein.

- 7.2. The Platform may contain certain images that are owned by third – parties and such images are posted on the Platforms after taking due permission from their rightful owners and all the intellectual property rights related to such images are subject to the intellectual property rights of their owners.
- 7.3. In addition to the images as mentioned under *Clause 7.2*, the Platform may use certain images that are available for the public on the Internet but the owners of such images are unknown. Such images are used on the Platform for reference purpose only and can be pulled down from the Platform if the rightful owner of such images raises a request at a later stage. The User may also be held responsible by the rightful owner for using such images.
- 7.4. Further, for the information, image or videos provided or uploaded by you on the Platform, you shall remain the rightful owner of the same. However, you agree and acknowledge that by posting any information on the Platforms, you shall grant without any compensation a non-exclusive, worldwide, sub-licensable, transferable license to the Company to use, reproduce, distribute, display, publish, communicate, store, modify, prepare derivative works of, adapt, promote the same for the purpose of providing the quality Services on the Platform and for promotional purposes if required.
- 7.5. The Company does not claim any ownership on the information uploaded or submitted by the Users including without limitation the text, files, images, photos, video, sounds, on the Platform; except where the content has been created in collaboration with the Company for marketing and promotional purposes. The User Content shall belong to the User solely and the Company shall have no liability towards the same. The Company is under no obligation to monitor the information and content as stipulated herein and does not attest to the veracity, accuracy, credibility, authenticity or integrity of such information and content.
- 7.6. Any violation of the intellectual property rights of the Company in any jurisdiction is subject to legal sanctions imposed by intellectual property laws in that jurisdiction.

7.7. For any Content, upload or information posted by you on the Platform that violates the intellectual property rights of a third party, you shall be liable for such violation and the Company shall have no liability towards the same.

7.8. You shall not use, post, modify, distribute or reproduce any images, videos, material wherein the intellectual property and proprietary rights of such images, videos and material belongs to the Company without obtaining the prior written consent of the Company, failing which the Company shall be entitled to take appropriate legal actions against you, including terminating your registration and usage.

8. PROHIBITED CONTENT AND ACTIVITY

8.1. The Company, in its sole discretion, reserves the right to determine whether the information, Content or any other material posted by the User; or any activity in which the User is engaged, is prohibited or not. In case we find any content or activity by you to be inappropriate we will delete such content from the Platform, without providing any notice to you. In addition to it, the Company may terminate your account immediately and you shall be under the liability to indemnify the Company for the losses suffered by it due to your involvement in such activity. The extent of such damages shall be determined solely by the Company. Prohibited content or activity includes:

- (a) Posting any defamatory language for the Company, other Users or any third-party.
- (b) Posting or circulating any content that involves the transmission of virus and bugs through the Platform.
- (c) Posting content on the Platform owned by the third – party without their approval.
- (d) Posting content that contains nudity, violence or sexual subject matter, including links to adult websites.
- (e) Posting any untrue content with the sole intention of misleading other Users.
- (f) Posting any advertisements on the Platform or any content to promote one's own business.

(g) Involvement, directly or indirectly, in any criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets.

8.2. The User understands that the list provided under Clause 8.1 is not exhaustive and the Company reserves the sole authority to determine what amounts to prohibited content or activity.

9. TERMINATION

9.1. We may restrict your access and block your account at any time due to any action or omission which we deem as inappropriate and unlawful according to our standards.

9.2. You agree that in event of termination, you shall be under the obligation to settle the dues between you and the Company that were incurred prior to such termination. Failure to make payment to the Company, if any, shall attract legal implications against you, for which you own the complete liability.

10. INDEMNITY AND DAMAGES

10.1. The User shall indemnify and hold harmless the Company against any and all losses, liabilities, damages, costs, claims, damages including legal expenses that may be incurred by the Company as a result of or arising out of a User's (a) breach or violation of the provisions stipulated in this Agreement (b) breach of any representation or warranty (c) violation of the intellectual property or proprietary right of the Company or any third-party (d) violation of the privacy, confidentiality, information or any other right of the Company or any third-party (e) violation of the Applicable Laws (f) any act, omission, fraud, misrepresentation on part of the User.

10.2. The User shall indemnify the Company for any loss or damage that may be caused to the Company due to any negligence/action/inaction of the User. The User further agrees and acknowledges that the extent of such loss or damages shall be determined by the Company in its sole discretion and the decisions of the Company pertaining to the same shall be final and binding on the User.

10.3. The foregoing right to indemnity shall be in addition to any other right that may be available to the Company in equity or under applicable laws and the indemnity rights shall survive the termination of this Agreement and Users usage of the Platform.

11. DISCLAIMER

11.1. The provision of, access to and use of the Platform is on 'as is' and 'as available' basis. The Company disclaims any and all warranties, whether express or implied, including without limitation warranties of merchantability, non-infringement or fitness for a particular purpose except for those warranties that cannot be excluded under the Applicable Laws. The Company does not guarantee any specific results from the usage of the Platform.

11.2. The Company shall not be liable, whether in contract or in tort in any manner whatsoever for (a) any interruptions in the services (b) delay in access or interruptions on the Platform (c) loss, theft, non-delivery, destruction, corruption, of data (d) any loss or damage incurred as a result of your access or usage of the Platform (e) occurrence of any viruses, malfunctions, system failures, technical problems in connection with the Platform (f) inaccuracies or omission in content (g) any other event beyond the control of the Company.

11.3. The Company does not confirm the accuracy, credibility, authenticity or veracity of any information, data, content, listing provided by the User on the Platform and does not promote or endorse the same. Any loss, liability, expenses, damages or judgments incurred by a User as a result of reliance on or any action taken on such information shall be borne solely and exclusively by the User and the Company shall not bear any liability or responsibility for the same. The User shall solely and exclusively be responsible for verifying the information, data and content of other User prior to any usage/engagement/transaction/association by conducting the requisite due diligence and background checks for the same.

11.4. The Platforms' use and any resultant connection, exchange, communications or transaction does not constitute an offer, advice, counselling, recommendation on part of the Company and any loss, liability, expenses, damages, judgements incurred by any User as a result of entering into a transaction by using the Platform shall solely and exclusively be the responsibility of and borne by such User and the Company shall not bear any liability or responsibility for the same.

- 11.5. The Company takes reasonable measures and precautions for the protection and security of the information provided by the Users on the Platform; however, it shall not bear any responsibility or liability for any unauthorized or inappropriate use including without limitation any copying, printing, publishing, forging, reproductions, manipulation of the same by any other person or entity.
- 11.6. The Company may from time to time make the Platform unavailable, with or without notification, for the purpose of carrying out maintenance, repair or upgrades and the Users agree and acknowledge that the Company shall not be liable for any interruptions or loss of services as a result therefrom.

12. DELETION OF PROFILE

- 12.1. The Company reserves the right of deleting your profile and blocking your usage of the Platform in instances you are found acting in contravention of Clause 8 relating to the upload of prohibited content or you are involved in any prohibited activity.
- 12.2. Further, the Company may restrict or block your access of the Platform at its sole discretion if your actions or any omission to act leads to the breach of this Agreement, either directly or indirectly. In such cases, you shall be under the liability to indemnify the Company for the losses suffered by it. You agree and acknowledge that the extent of such loss and damages shall be determined by the Company in its own discretion and the decision of the Company pertaining to the same shall be final and binding.

13. LINKS TO THIRD PARTIES

The Platform may contain third-party information and links to other websites over which the User acknowledges that we have no control and we do not guarantee for the nature, content and availability of these third-party websites. We take no responsibility for the content, reliability and security of the linked websites and we do not endorse the content or any products or services of any kind available on such sites.

14. REPRESENTATIONS

By registering on the Platform, you (a) represent and warrant that you have the right, authority, and capacity to enter into and to fully abide by all of the terms and conditions of this Agreement, as far as age, jurisdiction, laws of land, etc. are concerned and (b) agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Platform and the Services provided through the Platform.

15. FORCE MAJEURE

Without prejudice to any other provision herein, we will not be liable for any loss, damage or penalty as a result of any delay in or failure to deliver or otherwise perform hereunder due to any cause beyond our control, including, without limitation, an act of God, embargo or other governmental action or regulation.

16. SEVERABILITY

In the event that any provision is found to be invalid, illegal or unenforceable, such offending provision shall be severed and the remaining provisions shall continue to be enforceable and shall preserve, as closely as possible, the intent of the Parties.

17. WAIVER

Failure to exercise and delay in exercising any right, remedy or privilege under this Agreement will not operate as a waiver thereof.

18. FORWARD-LOOKING STATEMENTS

The Platform may contain forward-looking statements based on beliefs of the Company, for e.g. the expected development of the Company in the coming years; the future services that may be taken up by us for the growth of the Company, amongst other matters. In view of the same, the usage of the words such as “anticipate”, “believe”, “estimate”, “expect”, “intend”, and similar words are intended to identify forward-looking statements. Such statements reflect the views of Company with respect to future events and are subject to certain risks and uncertainties that could cause actual results to be materially different from those projected herein, including, among others, regulatory and legal changes, changes in business conditions, introduction of

competing products/services, lack of acceptance of new products or services, our ability to penetrate developing and emerging markets and changes in business strategy. You agree that you shall not place any undue reliance on such forward-looking statements which as per the Company and its management are *reasonable assumptions* as on the present date and the Company undertakes no obligation to publicly update or revise any forward-looking statements.

19. PRIVACY POLICY

We want you to know that your privacy is of utmost importance to us and therefore the Company follows certain practices as provided under the Information Technology (IT) Act, 2000 and Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011. Please note that all your personal data is governed in accordance with the Privacy Policy available on **chamko.me** and the Applicable Laws. You are advised to go through the same before sharing your personal data with the Company. Your continued usage of the Platform shall be deemed as your consent towards our Privacy Policy.

20. SECURITY OF PERSONAL INFORMATION

- 20.1. Your Personal Data will be kept confidential and we do not disclose the information to any third person. However, there may be instances wherein you have made an enquiry regarding the Company and its services and under such instances, we will share your information with the appropriate person in order to resolve the query/issue, provided we have your consent/deemed consent with us to do so.
- 20.2. You understand that there may be instances where we may be constrained to disclose your personal information due to statutory or regulatory orders. We give you the ability to edit your account information and preferences at any time, including whether you want us to contact you regarding any services. To protect your privacy and security, we take reasonable steps to verify your identity.
- 20.3. You shall be solely held responsible for all the activities that occur on your account, therefore you are advised by the Company to never share your sensitive data, i.e. your bank details and account credentials with any third person.

21. VIOLATIONS OF THE AGREEMENT BY OTHER USERS

In instances where you become aware that any User has been acting in breach of this Agreement, you are requested to report the same to us at info@chamko.me.

22. LEGAL REMEDIES

The Company reserves the right to seek all remedies available at law and in equity for violations of this Agreement by the User.

23. JURISDICTION

This Agreement shall be treated as though it were executed in Noida and shall be governed by the laws of India without giving effect to any principles of conflicts of laws. Any disputes with respect to the usage of the Platform by you is subject to the exclusive jurisdiction of the courts located in Noida.

CONTACT US:

The Users are requested to note that in case they face any trouble regarding the Platform or wish to report a security breach or have an issue that you are unable to resolve or otherwise require any other assistance with respect to the Platform or this Agreement, you may contact our Grievance Officer at the below-mentioned details:

E-mail: info@chamko.me

Telephone: **(+91) 8287172827**