

# TERMS OF USE & PRIVACY POLICY

1. These terms of use (the “Terms”) mandate the terms on which the users (“You” or “Your” or “Yourself” or “User”) access and register on the web based platform [www. yourstory.com](http://www.yourstory.com) and mobile application ‘YourStory’ (collectively, the “Platform”), operated and managed by Content for Good Private Limited acting on behalf of itself and having its registered office at 259, 6th Cross, 2nd Main 1st Stage, Indiranagar Bangalore – 560038, Karnataka, India. (the “Company”) under the registered trademark ‘YourStory. Yourstory Media Private Limited, a company having its registered office at # 259, 6th Cross, 2nd Main 1st Stage, Indiranagar, Bangalore, Karnataka, India – 560038 (“Licensor”) has granted a worldwide, non-exclusive, non-sublicensable, non-transferable and non-assignable license to the Company to access, use, manage and operate the Platform and use the Licensor’s intellectual property in relation to its use on the Platform.

2. This Terms is an electronic record in terms of the Information Technology Act, 2000 and rules made thereunder as applicable. The Terms is (i) published in accordance with the provisions of Rule 3(1)(a) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 and (ii) generated by a computer system and does not require any physical, electronic, or digital signatures by the Company.

3. These Terms apply to all users of the Platform, including those users who view and access the Content and also users who are contributors of the Materials. “Materials” includes (i) the text, software, scripts, graphics, photos, sounds, music, videos, audio-visual combinations, interactive features and other materials and (ii) comments and content that You may contribute in any manner on a particular section of Platform via features or functionalities to the Platform.

4. By clicking on the “I accept” button provided in the Platform, You expressly accept these Terms and the Privacy Policy and agree to be legally bound by them. Further, by furnishing Your personal information to the Company or giving Your consent to the Company to access Your personal information for the purpose of rendering the Services (as defined below), You also agree that You are interested in availing the Services through the Platform in accordance with these Terms.

5. The Company retains an unconditional right to modify or amend these Terms without any requirement to notify You of the same. You can determine when these Terms were last modified by referring to the “Last Updated” legend above. Your acceptance of the amended Terms shall signify Your consent to such changes and agreement to be legally bound by the same.

## 1. Services

1. You acknowledge that the Platform allows You to avail the following services including:

1. The Platform provides easily accessible content, connections and communications that powers brand and business objectives generated, developed or produced by the Company or aggregated, obtained and/or licensed through third party sources.

2. Promptly and efficiently responding to Your queries or issues relating to Your Account and the services availed through the Platform.

The aforementioned services shall be collectively referred to as the “Services”. The Company may, at its discretion, add, modify, or remove any of the Services listed above from time to time without special notice. The Company may also, at its discretion, have terms and conditions specific to any category or section in addition to these Terms

2. In case of any dissatisfaction with the Services, You shall first file a formal complaint with the customer service of the Company, prior to pursuing any other recourse. The complaints can be lodged at [grievanceofficer@yourstory.com](mailto:grievanceofficer@yourstory.com), and by lodging a complaint You agree to provide complete support to the customer service team with such reasonable information as may be sought by them from You. The Company shall aim to resolve the complaints as soon as possible.

3. The Company does not (i) adopt any ‘unfair trade practices’ either on the Platform or otherwise with respect to the Services; and (ii) discriminate between Users of the same class or arbitrarily classify the Users.

## 2. User Account, Password, and Security

4. In order to access the Services on the Platform, You will have to register on the Platform by providing details as may be required by the Company and provided for in the Privacy Policy (“Account”).

5. You shall ensure and confirm that the Account information and all information provided by You is complete, accurate and up-to-date. If there is any change in the Account information, or if any information is found to be incomplete or incorrect, You shall promptly update Your Account information on the Platform or request the Company for information revision or update. If You provide any information that is untrue, inaccurate, unauthorised, not current, or incomplete (or becomes untrue, inaccurate, not current, or incomplete), or if the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, the Company has the right to refuse any and all the Services.

### 3. Payment related Information

6. The information relating to the accepted payment methods on the Platform shall be displayed during the purchasing process.

7. To the extent permitted by applicable law and subject to the Privacy Policy, You acknowledge and agree that the Company may use certain third-party vendors and service providers, including payment gateways, to process payments and manage payment card information.

8. In order to avail the Services, You undertake to use and provide valid bank details or other details required for facilitating payment towards the Services ("Payment Details"). By providing the Payment Details, You represent, warrant, and covenant that: (1) You are legally authorized to provide such Payment Details; (2) You are legally authorized to perform payments using such Payment Details; and (3) such action does not violate the terms and conditions applicable to Your use of such Payment Details or applicable law. You may add, delete, and edit the Payment Details You have provided from time to time through the Platform.

9. Except to the extent otherwise required by applicable law, the Company is not liable for any payments authorized through the Platform using Your Payment Details. Particularly, the Company is not liable for any payments that do not complete because: (a) Your bank account or any other payment did not contain sufficient funds to complete the transaction; (b) You have not provided the Company with correct Payment Details; (c) Your payment card has expired; or (d) circumstances beyond the Company's reasonable control (such as, but not limited to, power outages, interruptions of cellular service, or any other interferences from an outside force) prevent the execution of the transaction.

10. The Platform shall not be responsible for any unauthorised transactions conducted on our Platform using Your Payment Details. The Platform shall not be obligated to refund any money to You in such instances.

### 4. Subscription fees

11. The subscription fees of each of the Services shall be displayed on the Platform. The prices mentioned at the time of subscribing the Service shall be the price charged at the time of providing the Service. All the Services listed on the Platform will be available for subscription at Indian Rupees. The subscription fees for the Services may be modified from time to time.

12. The Users will be informed about any additional charges, fees, and costs if any that may be levied on the subscription for the Services on the Platform at the checkout page

during a transaction. The Company does not manipulate the subscription fees for any Services offered on the Platform.

## 5. Refunds and Cancellations

13. Refunds: The policy for refund of monies with respect to cancellation of subscription or for any other purpose, shall be communicated to the User, from time to time, through the Terms, or push notifications on the Platform, or any other mode of communication as specified in this Terms or as determined by the Company. The Company shall remit payments towards accepted refund requests of Users in compliance with applicable laws.

14. Cancellations: You may cancel a subscription without charge at any time before the Company accepts the subscription. The cancellation policy including with respect to cancellation fee with respect to an subscription accepted by the Company, shall be communicated to the User, from time to time, through the Terms, or push notifications on the Platform, or any other mode of communication as specified in this Terms or as determined by the Company. The Company does not unilaterally cancel a subscription for any reason. In case the Company cancels any subscription, You will not be charged for such cancelations, and the Company will reimburse You for any payment already made using the same method You used to pay for your subscription.

## 6. Use of Platform

15. Subject to compliance with the Terms, the Company hereby grants You a non-exclusive, limited privilege to access and use this Platform. You agree to use the Platform only: (a) for purposes that are permitted by the Terms; (b) in accordance with any applicable law, regulation or generally accepted practices or guidelines; and (c) for availing the Services through the Platform. You agree not to engage in activities that may adversely affect the use of the Platform by the Company and/or other Users.

16. You agree not to access (or attempt to access) the Platform by any means other than through the interface that is provided by the Company. You shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or Content (as defined below), or in any way reproduce or circumvent the navigational structure or presentation of the Platform, materials or any Content, to obtain or attempt to obtain any materials, documents or information through any means not specifically made available through the Platform.

17. The Platform includes third-party content, advertising information or promotional material ("Ad-Content") and it is hereby clarified that Company is not responsible or liable for any third-party Ad-Content, the intellectual property, and other proprietary rights in the third-party Ad-Content. Company is not responsible for the accuracy of any Content which

may be accessed by You and Your use of the Platform, the Ad-Content and the Content, including Your election to view, interact with or action upon the same is at Your sole risk and discretion.

18. Further, You undertake not to host, display, upload, modify, publish, transmit, store, update or share any information that:

1. belongs to another person and to which the User does not have any right;
2. is defamatory, obscene, pornographic, paedophilic, invasive of another's privacy, including bodily privacy, insulting, or harassing on the basis of gender, libellous, racially, or ethnically objectionable, relating or encouraging money laundering or gambling, or otherwise inconsistent with or contrary to the laws in force;
3. is harmful to child;
4. infringes any patent, trademark, copyright, or other proprietary rights;
5. violates any law for the time being in force;
6. deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any information which is patently false or misleading in nature but may reasonably be perceived as a fact;
7. impersonates another person;
8. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign States, or public order, or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting other nation;
9. contains software virus or any other computer code, file or program designed to interrupt, destroy, or limit the functionality of any computer resource;
10. is patently false and untrue, and is written or published in any form, with the intent to mislead or harass a person, entity, or agency for financial gain or to cause any injury to any person;
11. disrupt or interfere with the security of, or otherwise cause harm to, the Platform, systems resources, accounts, passwords, servers, or networks connected to or accessible through the Platform or any affiliated or linked sites;
12. violate the Terms contained herein or elsewhere; and
13. reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Platform.

19. You shall solely be responsible for maintaining the necessary computer equipment and internet connections that may be required to access, use, and transact on the Platform.

#### 7. Data Protection

20. The Company may send information and offer services to you from time to time. For further details relating to our policy relating to such offer please refer to our privacy statement. Notwithstanding the foregoing, the Company reserves the right to disclose any information in response to / that it is required to be shared, disclosed or make made

available to any governmental, administrative, regulatory or judicial authority under any law or regulation applicable to the Company.

21. For Platform to provide optimum user experience, The Company may collect and/or obtain certain User information (including device-related information, IP address, location data etc.). All such User information shall be collected, used and processed in accordance with the provisions of the Privacy Policy. The Privacy Policy explains how we collect, use and share Your data when You use Platform. Platform provides You the ability to disable certain features or opt out of targeted advertising. To change these settings, please visit the settings page of Your Device as stated above. For opting out of targeted advertising you may use the limit ad tracking feature by Google Ads or similar features in Your Device.

22. Further, the Company can (and you authorize the Company to) disclose your Personal Information (as defined in the Privacy Policy), and to third parties as we in our sole discretion believe necessary or appropriate for rendering of Services.

#### 8. Intellectual Property Rights

23. The Platform and the processes, and their selection and arrangement, including but not limited to, all text, videos, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code (and any combinations thereof) (collectively, the “Media Content”) on the Platform is licensed to the Company and the design, structure, selection, coordination, expression, look and feel and arrangement of such Media Content is protected by copyright, patent and trademark laws, and various other intellectual property rights.

24. Unless otherwise stated trademarks, logos and service marks displayed on the Platform (“Marks”) are the property of the Company and its Affiliates or other respective third parties, as the case may be.

25. Unless otherwise stated, copyright and all intellectual property rights in all material presented on the site (including but not limited to text, audio, video or graphical images), trademarks and logos appearing on this site are the property of the Company and are protected under applicable laws. You agree not to use any framing techniques to enclose any trademark or logo or other proprietary information of TIL; or remove, conceal or obliterate any copyright or other proprietary notice or any credit-line or date-line on other mark or source identifier included on the Platform/ Service, including without limitation, the size, colour, location or style of all proprietary marks. Any infringement shall be vigorously defended and pursued to the fullest extent permitted by law.

#### 9. Disclaimer of Warranties & Liability

26. You expressly understand and agree that, to the maximum extent permitted by applicable law:

1. the Platform is solely operated and managed by the Company and without any involvement of the Licensor.

2. the Services on the Platform are provided by the Company to the Users and without any involvement of the Licensor.

3. the Platform and other Content are provided by the Company on an “as is” basis without warranty of any kind, express, implied, statutory, or otherwise, including the implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose. Without limiting the foregoing, the Company makes no warranty that the Platform or Services will meet Your requirements, or Your use of the Platform will be uninterrupted, timely, secure, or error-free. No advice or information, whether oral or written, obtained by You from the Company shall create any warranty not expressly stated in the Terms.

4. Company and the Licensor will not be liable for any loss that You may incur as a consequence of unauthorized use of Your Account or Account information in connection with the Platform either with or without your knowledge.

5. Company has endeavoured to ensure that all the information on the Platform is correct, but the Company neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information regarding the Services or otherwise. The Company shall not be responsible for the delay or inability to use the Platform or related functionalities, the provision of or failure to provide functionalities, or for any information, software, functionalities, and related graphics obtained through the Platform, or otherwise arising out of the use of the Platform, whether based on contract, tort, negligence, strict liability or otherwise. Further, the Company shall not be held responsible for non-availability of the Platform during periodic maintenance operations or any unplanned suspension of access to the Platform that may occur due to technical reasons or for any reason beyond the Company’s reasonable control.

## 10. Indemnification and Limitation of Liability

27. You agree to indemnify, defend and hold harmless the Company and its affiliates including but not limited to its (and its affiliates’) licensors, officers, directors, consultants, agents, representatives and employees (“Indemnitees”) from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including reasonable legal fees) asserted against or incurred by the Indemnitees that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to these Terms and/or the Privacy Policy. Further, You agree to hold the Indemnitees harmless against any claims made by any third party due to, or arising out of, or in connection with, Your use of the Platform, any misrepresentation with respect to the data or information provided by You, Your violation of the Terms and/or the Privacy Policy, Your violation of

applicable laws, or Your violation of any rights of another, including any intellectual property rights.

28. In no event shall the Company and its officers, partners, consultants, agents, and employees, be liable to You or any third party for any special, incidental, indirect, consequential, or punitive damages whatsoever, arising out of or in connection with Your use of or access to the Platform or Content on the Platform.

29. The limitations and exclusions in this Section apply to the maximum extent permitted by applicable laws.

#### 11. Violation of the Terms

30. You agree that any violation by You of these Terms will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Company, for which monetary damages would be inadequate, and You consent to the Company obtaining any injunctive or equitable relief that they deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that the Company may have at law or in equity.

#### 12. Suspension and Termination

31. The Terms will continue to apply until terminated by either You or the Company as set forth below. If You object to the Terms or are dissatisfied with the Platform, You may (i) close Your Account on the Platform; and/or (ii) stop accessing the Platform.

32. The Company may delist You or block Your future access to the Platform or suspend or terminate Your Account if it believes, in its sole and absolute discretion that You have violated any term of these Terms or the Privacy Policy or in anyway otherwise acted unethically. Notwithstanding anything in this Clause, all terms which by their nature are intended to survive such termination, will survive indefinitely unless and until the Company chooses to terminate them.

33. You shall be liable to pay any fees or charges, if applicable in respect of the Services until the date of termination by either party whatsoever.

#### 13. Governing Law and Jurisdiction

34. These Terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws principles and disputes arising in relation hereto shall be subject to the exclusive jurisdiction of courts at Bangalore, India.

#### 14. Grievance Redressal Mechanism



35. Grievance Handling: If You have any grievances, or complaints or concerns with respect to the Platform, the Content, or the Services, You can contact the designated Grievance Officer of the Company, at [grievanceofficer@yourstory.com](mailto:grievanceofficer@yourstory.com).

36. The Grievance Officer of the Company shall acknowledge the User grievances, or complaints or concerns with respect to the Platform, the Content, or the Services, within 24 hours of receipt of the same and shall endeavour to redresses the same at the earliest and in no event later than 15 (fifteen) days of receipt of such request.

#### 15. Communications

37. You hereby expressly agree to receive communications by way of SMS, telephone calls, WhatsApp /or e-mails from the Company and other third parties duly authorised by the Company. You hereby expressly consent to the monitoring and recording, by the Company of any and all communications between You and the Company or its agents, employees, consultants, contractors, or representatives of the Company or of their authorised partners, and such monitoring or recording waives any further notice or consent requirement under the applicable laws.

38. You can unsubscribe or opt-out from receiving communications through SMS and e-mail from the Company. In which case, the Company will only send You communications solely required for the purposes of the Services provided through the Platform.

#### 16. General Provisions

39. Notice: All notices from the Company will be served by email to Your registered email address or by general notification on the Platform.

40. Assignment: You cannot assign or otherwise transfer the Terms, or any rights granted hereunder to any third party. The Company's rights under the Terms are freely transferable by the Company to any third party without the requirement of seeking Your consent.

41. Severability: If, for any reason, a court of competent jurisdiction finds any provision of the Terms, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms shall continue in full force and effect.

42. Force Majeure: The Company and/or the Platform shall not be liable to You for its failure to perform or for delay in providing You access to Your Account or to the Platform or any Services thereof, to the extent such failure or delay results from causes beyond its reasonable control, including, without limitation, acts of God, fires, explosions, wars or other hostilities, insurrections, revolutions, strikes, labour unrest, earthquakes, floods, pandemic, epidemics or regulatory or quarantine restrictions, unforeseeable governmental restrictions

or controls or a failure by a third party hosting provider or internet service provider or on account of any change or defect in the software and/or hardware of Your computer system.

## 17. IP Infringement

43. If You believe the Platform violates Your intellectual property, You must promptly notify Company in writing at [grievanceofficer@yourstory.com](mailto:grievanceofficer@yourstory.com). These notifications should only be submitted by the owner of the intellectual property, or an agent authorized to act on his/her behalf. However, any false claim by You may result in the termination of Your access to the Platform. You are required to provide the following details in Your notice:

1. the intellectual property that You believe is being infringed;
2. the item that You think is infringing and include sufficient information about where the material is located on the Platform;
3. a statement that You believe in good faith that the item You have identified as infringing is not authorized by the intellectual property owner, its agent, or the law to be used in connection with the Platform;
4. Your contact details, such as Your address, telephone number, and/or email;
5. a statement that the information You provided in Your notice is accurate, and that You are the intellectual property owner, or an agent authorized to act on behalf of the intellectual property owner whose intellectual property is being infringed; and
6. Your physical or electronic signature.

**Personal Data.** “Personal Data” means any information relating to an identified or identifiable natural person and any other data or information that constitutes personal data or personal information under any applicable Data Protection Law. Without limiting the foregoing, an identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing (i) an identifier such as a person’s name, e-mail address, phone number, account numbers, government-issued ID numbers, or an online identifier; (ii) location data such as an IP address, (iii) financial information, (iv) one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person, or (v) information associated or combined with Personal Data.

If either party intends to collect Personal Data from Event attendees and visitors, such party will, for an In-person Event, post their privacy statement at the Event, and, for a Digital Event, include a link to their privacy statement on any Digital Event Property where Personal Data is collected, advising such attendees/visitors that Personal Data is being collected, what it can be used for, and if it is being shared. Both parties will comply with Data Protection Law, any applicable anti-spam legislation and will protect Personal Data from unauthorized use, access or disclosure.

### Event Sponsorship Agreement - Third Party Event (August 2022) (CELA) 3

In addition, if either Event Organizer or YourStory intends to share Personal Data of Event attendees or visitors with one another at the direction of the applicable Event attendees or visitors, the parties agree that each will be independently responsible for complying with the obligations under Data Protection Law (e.g., independent Controllers under GDPR or the equivalent concept under CCPA).

These obligations include, without limitation, providing appropriate notice to and obtaining consent from Event attendees and visitors to share their Personal Data with the other party, and for the party receiving it to use Personal Data for the purposes of contacting individuals about the receiving party's products, services, events, or offers.

In the event that either party shares Personal Data at the direction of the other party and not at the direction of the attendees/visitors, (i) the parties will use the Personal Data only in connection with their direct business relationship and (ii) neither party will transfer or sell the Personal Data to any third party except to contractually bound sub-processors operating on behalf of that party. Both parties hereby certify that they understand the above restrictions and will comply with them.

"Controller" means the natural or legal person, agency, or other body which alone or jointly with others determines the purposes and means of the processing of Personal Data; where the purposes and means of processing are determined by the European Union or Member State laws, the controller (or the criteria for nominating the controller) may be designated by those laws.

"Data Protection Law" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, applicable to Event Organizer or YourStory, relating to data security, antispy, data protection and/or privacy, including Regulation (EU) 2016/679 of the European

Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR"), the California Consumer Privacy Act ("CCPA"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance, as amended, extended, repealed and replaced, or re-enacted