

## **TERMS AND CONDITIONS**

The Website is owned and operated by **FINNET MEDIA PRIVATE LIMITED** (hereinafter referred to as “**Finnet Media**”, “**Company**”, “**We**”, “**Us**”, or “**Our**”), having a registered address at House No. A/56, Gujrati Colony, Bhopal, Madhya Pradesh-462039, and its corporate address at 1301, Morya Blue Moon, Off New Link Road, Andheri West, Mumbai Suburban, Maharashtra – 400053. Finnet Media is engaged in the business of influencer marketing, user-generated content (UGC) creation, digital campaign strategy, and talent management services.

The Website is informational only and does not allow account creation or online purchases through the Website.

By accessing, browsing, or using this website, you acknowledge that you have read, understood, and agreed to be bound by these Terms & Conditions (“**Terms**”) and our Privacy policy ([link](#)). Your continued use of the Website constitutes acceptance of all Terms, whether or not you contact us or submit your details through our respective communication channels.

If you do not agree, you must discontinue use of the Website immediately.

You hereby agree and acknowledge that you are 18 years of age or older and are accessing our Website voluntarily. If you are under 18 years of age, you agree and acknowledge that you are using our Website under the supervision and guidance of your parent or legal guardian.

Our website uses cookies and similar tracking technologies. By accessing, browsing, or otherwise using our website, you acknowledge and agree to our use of cookies in accordance with this Policy and the Terms & Conditions. If you do not agree to the use of cookies, you may disable them through your browser settings; however, certain features of the Website may not function properly as a result.

You shall at all times comply with all applicable laws, including but not limited to the Information Technology Act, 2000, the Digital Personal Data Protection Act, 2023, and the rules and regulations thereunder, as amended from time to time, as well as all other applicable domestic laws, rules, and regulations.

### **1. ACCEPTABLE USE**

#### **1.1 You are permitted to:**

- (a) access and view the materials and content available on the Website for your personal, non-commercial, informational purposes only.
- (b) temporarily download or store pages from the Website on your device solely for caching purposes, as automatically performed by your web browser, and for no other purpose.
- (c) print pages from the Website solely for your personal, private, and non-commercial use.

#### **1.2 You are not permitted to:**

- (a) use any “deep-link”, “page-scrape”, “robot”, “spider”, automated program, algorithm, methodology, or any similar or equivalent manual or technological process to access, acquire, copy, or monitor any part of the Website or its Content. You are prohibited from reproducing or circumventing the navigational structure or presentation of the Website, or attempting to obtain any materials, documents, or

information through any means not intentionally made available through the Website. The Company reserves the right to restrict, block, or prohibit any such activity at its sole discretion.

- (b) probe, scan, or test the vulnerability of the Website or any network connected to it, nor breach or attempt to breach the security or authentication measures of the Website or any associated network. You shall not reverse look-up, trace, or attempt to trace any information regarding any other user or visitor of the Website, or seek to discover the source of such information. You are prohibited from exploiting the Website or any service or information made available through it in any manner for the purpose of obtaining any information, including but not limited to personal identification details, other than information pertaining to yourself that you voluntarily provide through the Website.
- (c) use any device, software, script, code, or routine to interfere, or attempt to interfere, with the proper functioning of the Website or any activity being conducted on the Website, nor shall you interfere with any other person's access to or use of the Website.
- (d) use the Website or any of its content for any purpose that is unlawful or prohibited by these Terms of Use. You shall not use the Website to solicit, promote, or engage in any illegal activity, or any activity that infringes upon the rights of Finnet Media or any third party.
- (e) not attempt to introduce, transmit, or distribute any content, code, or software that contains malware, spyware, viruses, trojans, worms, keyloggers, rootkits, or any other harmful or malicious software, or otherwise attempt to compromise the security or functionality of the Website.
- (f) interact with the Website using automated tools, scripts, bots, spiders, or similar technologies, except for standard search engine indexing that is explicitly permitted.
- (g) use any data, information, or content obtained from the Website for unsolicited marketing purposes, including but not limited to email, SMS, telemarketing, or direct mail.

1.3 You hereby agree and acknowledge that, unless you are the rightful owner or hold legal rights to specific materials, you must not:

- (a) Republish, copy, reproduce, distribute, or post any part of the Website's content on another site or platform;
- (b) Sell, lease, sublicense, or otherwise commercialise any materials from the Website;
- (c) Display Website content in public forums, presentations, or other formats without prior written consent from Finnet Media;
- (d) Use Website content for any commercial gain or business purposes
- (e) Modify, adapt, or create derivative works based on any content from the Website;
- (f) Remove, alter, or obscure any proprietary, copyright, or other intellectual property notices; or
- (g) Make any representations, warranties, or claims regarding the Website content.

1.4 You hereby acknowledge and agree that you are not authorized to modify, alter, or tamper with any materials, content, or elements on the Website of Finnet Media in any manner.

- 1.5 In the event that we determine that you have violated any of the Terms and Conditions set forth herein, we reserve the right to take all necessary actions, including seeking injunctive relief, and to claim any damages or losses arising directly or indirectly from your violation or participation in any prohibited activity mentioned under the terms and conditions.
- 1.6 **Third Party Content:** The Website may display content, images, logos, and information provided by or related to third-party brands and clients, including campaign case studies ("Third-Party Content"). You acknowledge that:
- (a) Such content is provided solely for informational purposes for the services offered by us;
  - (b) We do not guarantee the accuracy, completeness, or timeliness of the information contained therein;
  - (c) The display of a brand, logo, or campaign does not constitute endorsement or recommendation by us; and
  - (d) You shall not rely on this content as professional, financial, or investment advice in any manner.
- 1.7 The Website may contain links to external websites or resources provided by third parties, including brands, partners, or other entities ("**Third-Party Websites**"). By accessing any such Third-Party Website, you acknowledge and agree that:
- (a) You do so at your own risk, and it is your responsibility to take appropriate protective measures against viruses, malware, or other harmful elements;
  - (b) We make no warranties or representations regarding, and does not endorse, the content, products, or services available on any Third-Party Website;
  - (c) Links to Third-Party Websites do not imply that We, sponsors, endorses, is affiliated with, or is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed on or accessible through the linked site;
  - (d) Third-Party Websites are not under the control of us, and We are not responsible for the content, links, updates, or changes to such sites, including any webcasting or other transmissions from those sites; and
  - (e) Inclusion of any link is provided solely for your convenience and shall not be construed as endorsement or approval of the Third-Party Website or its content by us in any manner.
- 1.8 All information that you provide through our website for communication or inquiry purposes must be accurate, current, complete, and truthful. You are strictly prohibited from submitting any misleading, false, or fraudulent information.
- 1.9 If Finnet Media becomes aware of your involvement in the unauthorised conduct specified in these terms, then we reserve the right to restrict, block, or prohibit any such activity at our sole discretion.

## 2 INTELLECTUAL PROPERTY RIGHTS

- 2.1 All intellectual property displayed on the Website and/or associated with Finnet Media, including but not limited to designs, software, content, branding elements, and technologies, is either owned by **Finnet Media Private Limited** or used by Finnet Media under valid licensing agreements with third-party rights holders.

- 2.2 Finnet Media retains full ownership of all intellectual property displayed on or associated with the Website ("Finnet Intellectual Property"). Your use of the Website is subject to the following restrictions:
- (a) You shall not copy or reproduce any Finnet Intellectual Property, except to the extent such duplication is incidental to normal browsing of the Website;
  - (b) You shall not sublicense, distribute, or otherwise share any part of Finnet Intellectual Property, including source code or object code, without prior written consent from Finnet Media;
  - (c) You shall not remove, alter, or obscure any copyright notices, disclaimers, or proprietary information from materials obtained from the Website.
  - (d) You shall not reproduce, distribute, broadcast, display, modify, publish, frame, or commercially exploit any part of the Website or its materials without explicit prior permission;
  - (e) You shall not reverse-engineer, disassemble, or create derivative works based on any part of the Website, software, or intellectual property; and
  - (f) You shall not use Finnet Intellectual Property in any illegal, offensive, defamatory, or obscene context, including but not limited to content related to firearms, adult material, gambling, pharmaceuticals, or tobacco.
- 2.3 Nothing in these Terms and Conditions shall be construed as granting you any rights, license, or permission to use Finnet Media's intellectual property, in whole or in part, without the prior written consent of Finnet Media.
- 2.4 You shall not attempt to tamper with, disable, or circumvent Finnet Media's intellectual property rights or any digital rights management, security, or protection measures implemented on the Website. Any such action shall be considered a violation of these Terms, and you may be held liable for any damages, losses, or legal consequences arising from unauthorized use or interference.

### 3. **PRIVACY**

- 3.1 We hereby believe and consider the protection of your privacy to be of the utmost importance and recognize it as our most valuable asset. Any information you provide through our Website, including sensitive personal information such as your name, email address, phone number, or any other personal data, may be stored and processed on our networks. These networks are secured by both physical and reasonable technological safeguards. Finnet Media implements these measures in accordance with the Information Technology Act, 2000, the Digital Personal Data Protection Act, 2023, and the applicable rules thereunder, to ensure the confidentiality, integrity, and security of your data.
- 3.2 We may disclose your personal information to third parties as necessary to:
- (a) Provide you access to our services;
  - (b) Comply with applicable legal obligations;
  - (c) Enforce our Terms of Use, Privacy Policy or other agreements, including for the purposes of protecting our intellectual property, preventing misuse, or taking necessary action;
  - (d) To share updates, respond to your inquiries, and inform you about Finnet Media's services, campaigns, and offerings.
  - (e) Respond to inquiries or requests submitted by you;
  - (f) Conduct research and development activities; and

- (g) Prevent, detect, mitigate, or investigate fraudulent, unlawful, or illegal activities related to our services.

We do not disclose your personal information to third parties for their own marketing or advertising purposes without your explicit consent.

- 3.3 We may disclose your personal information if required to do so by law or if we have a good faith belief that such disclosure is reasonably necessary to comply with subpoenas, court orders, or other legal processes. Additionally, we may share personal information with law enforcement authorities, third-party rights holders, or other relevant parties when we believe in good faith that such disclosure is necessary to: (a) Enforce our Terms and Conditions; (b) Respond to claims that any advertisement, posting, or other content violates the rights of a third party; or (c) Protect the rights, property, or personal safety of our users or the general public.
- 3.4 We and our affiliates may share some or all of your personal information with another business entity in the event of a merger, acquisition, reorganization, amalgamation, or restructuring of our business or assets. In such a transaction, the acquiring or resulting entity will be required to adhere to this Terms and Conditions with respect to the personal information transferred, ensuring it is handled in accordance with the same standards and protections described herein.
- 3.5 Your use of Finnet Media's services and website is governed by these Terms and Conditions and our Privacy Policy. By accessing or using our services, you consent to the collection, storage, and processing of your personal information as described under these terms and conditions.

#### 4. **WARRANTIES AND LIABILITY**

- 4.1 The Website, all materials, information, content (including but not limited to software), and services made available through this Website are provided on an "as is" and "as available" basis, without any representations or warranties, express or implied, except as expressly stated in writing. Without limiting the foregoing, Finnet Media does not warrant that:
  - (a) The Website will be continuously available or accessible at all times;
  - (b) The information, content, or materials on the Website are complete, accurate, true, or free from misleading statements; or
  - (c) The Website, its servers, or any electronic communications sent from Finnet Media are free from viruses, malware, or other harmful components.
- 4.2 Finnet Media shall not be liable for any direct, indirect, incidental, consequential, special, or punitive damages arising out of or in connection with:
  - (a) Your access to or use of the Website, content, materials, or services;
  - (b) Any errors, inaccuracies, or omissions in the Website content;
  - (c) Any third-party content or links provided through the Website; or
  - (d) Any unauthorized access to or use of your data or information.
- 4.3 Finnet Media does not guarantee any specific results from the use of the Website or from engagement with the services, content, or information displayed.
- 4.4 You hereby agree and understand that usage of the Website and any materials or services accessed through it is at your own risk, and you are solely responsible for any damages or losses resulting from such use.

## 5. **INDEMNITY**

- 5.1 You agree to indemnify, defend, and hold harmless Finnet Media Private Limited, its affiliates, subsidiaries, owners, directors, officers, employees, agents, and licensors from and against any claims, demands, actions, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising out of or related to:
- (a) Your breach of these Terms of these terms and conditions.
  - (b) Your violation of any applicable law, regulation, or third-party rights, including but not limited to intellectual property rights, privacy rights, or proprietary rights; or
  - (c) Your misuse of the Website, its content, or services.

## 6. **DISCLAIMER**

- 6.1 You hereby agree and acknowledge that the website may contain inadvertent inaccuracies, typographical errors, or outdated information. Finnet Media makes no representation or warranty regarding the accuracy, completeness, or reliability of any content, materials, or information made available on the Website. Any reliance you place on such information is strictly at your own risk. Finnet Media reserves the right, at its sole discretion, to correct any errors, update content, or make changes to the Website and any materials, services, or information provided, at any time and without prior notice. The Website and its content are provided for general informational and illustrative purposes only and should not be interpreted as professional, technical, legal, financial, or any other specialized advice in any manner.

## 7. **MODIFICATION OF THE TERMS AND CONDITIONS**

- 7.1 Finnet Media may revise, modify, or update these Terms and Conditions from time to time at its sole discretion.
- 7.2 Any updated Terms will become effective immediately upon being posted on the Website. For the purpose of continuing to access or use the Website after such changes, revisions, or modifications are published, you are deemed to have read, understood, and agreed to the revised Terms, without giving any prior notice.
- 7.3 If you do not agree with the updated Terms within the timeframe (if any) specified by Finnet Media, your access to the Website may be restricted, and you must discontinue usage of our Website.

## 8. **APPLICABLE LAW**

- 8.1 These Terms of Use shall be governed by, interpreted, and construed in accordance with the laws of India. You agree that the courts located in **Mumbai, Maharashtra**, shall have exclusive jurisdiction over any disputes, claims, or proceedings arising out of or relating to these Terms or your use of the Website.
- 8.2 Finnet Media reserves the right to initiate legal proceedings or pursue any remedies available under applicable law in the event of any violation of the Terms and Conditions or this Privacy Policy.

## 9. CONTACT US AND COMMUNICATION

- 9.1 If you have any questions, concerns, feedback, or general inquiries (including matters unrelated to copyright infringement) regarding our Website, please reach out to us through the **“Contact Us” section** available on our Website.
- 9.2 If you submit to us your contact details through our contact us section, you hereby consent to receive emails from our company, campaign-related communication, newsletters, and follow-up marketing communication.

## 10. GRIEVANCE OFFICER

- 10.1 In accordance with the Information Technology Act, 2000, and the Digital Personal Data Protection Act, 2023, and the rules made thereunder, the name and contact details of the Grievance Officer designated for Finnet Media are as follows:

**Name:** Ekta Aggarwal

**Designation:** Grievance Officer

**Email:** finance@finnetmedia.com

**Address:** House No. A/56, Gujrati Colony, Bhopal, Madhya Pradesh-462039

**Phone:** +91-6370327516

- 10.2 The Grievance Officer may be contacted for any concerns relating to the processing of information, violations of these Terms, or any other grievances as prescribed under applicable law.