

## **TERMS OF USE**

This document is an electronic record in terms of Information Technology Act, 2000 and Rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology (Amendment) Act, 2008. This electronic record is generated by a computer system and does not require any physical or digital signatures.

This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and user agreement for access or usage of pepsimtvindies.com ("**Website**").

In this terms and conditions of use ("Terms & Conditions"), "User" refers to you, the person visiting, accessing and/or using our Website and "Viacom18" refers to Viacom18 Media Private Limited with registered office address at Zion Biz World, Subhash Road 'A', Vile Parle East, Mumbai 400057, India, which is the owner of all rights in this Website. All references to "You" and "Yours" shall mean the User. All references to the "Company", "We", "Us" and "Our" shall mean Viacom18.

By accessing and/or using the Website, You signify your agreement to accept these binding Terms & Conditions herein. If You do not agree with any or all of the following Terms & Conditions, please do not access and/or use the Website.

We reserve the right, at our sole discretion, to change, modify or otherwise alter these Terms & Conditions at any time without prior notice. Such changes and/or modifications shall become effective immediately upon being posted/published on the Website/ herein.

If You are a user who signs up for the Service, we will create a personalized account which includes a unique username and a password to access the Service and to receive messages from the Company. You agree to notify Us immediately of any unauthorized use of Your password and/or account. The Company will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of Your member name, password and/or account.

Please review the Terms & Conditions from time-to-time. Your continued use of the Website following the posting of changes and/or modifications will constitute Your acceptance of any revised Terms & Conditions.

### **(1) ACCESS TO THE WEBSITE**

This Website is offered and made available only to users above the age of 18 years (or above 21 years where a guardian is appointed as per the Majority Act of 1875) ("Age of Majority"). If you have not attained the Age of Majority or if for any reason, you do not agree with all of the terms and conditions contained in this Terms of Use, please discontinue using the Website immediately. The Website grants you a personal, revocable, non-exclusive, non-transferable right to access and use the Website, for non-commercial use only, in accordance with these Terms & Conditions. To participate in contests, comment on articles and for certain actions on the Website, the visitors of the Website may be required to register on the Website and provide certain additional information.

### **(2) OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS**

(i) For the purpose of this Clause 2, the following terms shall have the meaning as ascribed to them below:

"Intellectual Property Rights" shall mean all patents, trademarks, service marks, copyrights, database right, trade names, brand names, trade secrets, design rights and similar proprietary rights of Viacom18 or its associated companies worldwide whether registered or unregistered and all renewals and extensions.

- (ii) All rights, title and interest in the Intellectual Property Rights in the Website including without limitation all its constituents including without limitation all work covered within the definition of a literary work, an artistic work, a musical work, a computer programme, a dramatic work, a sound recording, a cinematograph film, a video recording, a performance and a broadcast under the Copyright Act, 1957, and also including but not limited to concepts, ideas, specifications, instructions, abstracts, summaries, copy sketches, drawings, artwork, artistic elements, software, program, source code, object code, comments on the source code and object code, schematics, database, tools, icons, layout, name, title, names of segments/levels, descriptions, files, improvements, corrections, fixes, design, backend systems, end-user documentation, documentation relating to development, function, operation and use, build instructions, design manuals, codes, user manuals, background-story, graphics, animation, funny content, user interface instructions, project documentation, demos, screen text, images, photographs, artist profiles, illustrations, graphics, jokes, content, audio, videos, audio-clips, video-clips, narratives, listings, and all other elements and materials ("Materials") are the property of Viacom18 and/or its associated companies, and/or its licensors and/or other respective owners and are protected, without limitation, pursuant to Intellectual Property Rights laws of India and other countries. Viacom18 retains full, complete and absolute title to the Material and all Intellectual Property Rights therein.
- (iii) In the event You download any files, data, images incorporated in or generated by Website and whether part of the Materials or not, the same are non-exclusively licensed to You by Us only for Your non-commercial personal use and only for such period as We may, in our sole discretion, deem appropriate. You shall not use, reproduce, redistribute, sell, offer on commercial rental, decompile, reverse engineer, disassemble, adapt, communicate to the public, make a derivative work, interfere with the integrity of the said downloaded content, or parts thereof, or otherwise exploit the same in any manner whatsoever.
- (iv) In the event the Viacom18 makes available for download any software from this Website, the software, including any files, images, videos etc. incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are non-exclusively licensed to you by Viacom18 only for your non-commercial personal use. You shall not reproduce, redistribute, sell, offer for commercial rental, decompile, reverse engineer, disassemble, adapt, make a derivative work, interfere with the integrity of the said Software, or parts thereof, or otherwise reduce the Software to a human-perceivable form.
- (v) We grant You a personal, non-exclusive, non-assignable, revocable, limited and non-transferable license to access and use the Website, for non-commercial use only. Nothing contained herein should be construed as granting, by implication, estoppels or otherwise, any license or right in and to the Website, any of the Materials or parts thereof and/or Software or parts thereof, and/or trademarks or service marks used in the Website.
- (vi) You expressly confirm not to, directly or indirectly, copy, reproduce, modify, edit, re-edit, amend, alter, vary, enhance, improve, upgrade, create derivative works, translate, adapt, abridge, delete, display, perform, publish, distribute, circulate, communicate to the public, disseminate, broadcast, transmit, sell, rent, lease, lend, assign, license, sub-license, disassemble, decompile, reverse engineer, market, promote, circulate and exploit the Website (including any and all Materials thereto) (in whole or in part) in any manner, medium or mode now know or hereinafter developed.

### **(3) USER'S POSTS**

- (i) In the event the Website allows Users to post and exchange information, ideas, text, pictures, videos, audios, images, chats, contest entries, opinions. etc. ("Posts"/ "Submissions"), the Posts do not reflect the views of Viacom18. In no event shall Viacom18 be held responsible for any Posts, nor does Viacom18 represent or endorse the accuracy or reliability of any advice, opinion, statement, suggestion or other information on the Posts, nor shall Viacom18 be liable for any loss or damages resulting from use of the Posts and/or appearance on the Website.

- (ii) By providing a Post to the Website, You undertake, represent and warrant to Viacom18 that the Post is original, does not infringe the rights of any third party including without limitation Intellectual Property Rights, is not defamatory, or abusive; or malicious; or hurtful to any person, particular entity, groups, caste, religion, race or community; or seditious; or pornographic; or vulgar; or in violation of any law. To the extent that the publication of the content itself is not in violation of any law, that you have all necessary rights in and to that Post and all information it contains. If You make any Posts on the Website, You shall be deemed to have waived any rights, interest and ownership in the Post and deemed to have put the contents of the Post in the public domain, making it open to re-use, reproduction, distribution, communication to the public, adaptation, etc. You further agree to waive any moral rights and to assign any performance rights in any such Post in relation to its use by Viacom18 and/or its associated companies and/or by any third party who can access the Posts on the Website or otherwise on the Internet.
- (iii) By submitting a Post, You grant Viacom18 and its associated companies, a perpetual, worldwide, royalty-free, irrevocable, non-exclusive license to use, and authorize others to use the Post in whole or in part, in any and all media, now known or hereinafter developed, alone, or together or as part of any other type of material of any kind or nature. You agree that in such circumstances, You are not entitled to any intimation or compensation from Viacom18 and/or its associated companies.
- (iv) Viacom18 will have the right but no obligation to monitor, remove, suspend, destroy, use and change any Post and/or content that is available on or via any chat area on the Website generally, if any, in any manner that Viacom18 may in its sole discretion determine, at any time. Although Viacom18 may endeavour to periodically monitor the content posted on the Website, Viacom18 will not be responsible for the views or opinions expressed by You and other third-parties on the Website.
- (v) In the event Viacom18 hosts or puts up any reviews of any movies or programs, whether third party or own content ("Programs") or other such views ("Comments") then the Comments shall demonstrate only the author's views and not the views of Viacom18. Any artwork, images, videos or audios hosted on the Website shall be merely for promotion of the Programs.
- (vi) You agree that You will not use any part of our Website and/or Post and/or Submission to:
  - (a) collect, store and/or identify private/personal information of any user or person;
  - (b) facilitate personal attacks on other individuals, entity, groups, caste, religion, race or community;
  - (c) upload, post or e-mail any content that is defamatory, obscene, pornographic, threatening, harassing, unlawful, harmful, abusive, tortious, profane, hateful, or racially, ethnically or otherwise objectionable and/or other information that Viacom18 in its sole discretion deems inappropriate;
  - (d) harm children in any way including without limitation any offences in relation to grooming children online under law;
  - (e) impersonate any person or entity, falsely state or otherwise misrepresent Your affiliation with a person or entity or disguise the origin of any content;
  - (f) stalk or otherwise harass another person or user;
  - (g) upload, post or e-mail any content that You do not have a right to transmit under any law or under contractual or fiduciary relationships;

- (h) upload, post or e-mail any content that infringes privacy rights, intellectual property rights or other third-party rights of any person or party;
  - (i) upload, post or e-mail any unsolicited or unauthorized advertising, promotional materials, junk- mail, spam, chain-letters or any other form of solicitation;
  - (j) upload, post or e-mail any content that contains computer viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, devices, platforms or telecommunications equipment and/or the Website;
  - (k) disrupt the normal flow of dialogue, cause a screen to scroll faster than other users of the chat areas are able to type, or otherwise act in a manner that adversely affects other users' ability to engage in real time exchanges;
  - (l) promote and/or generate revenue for Yourself and/or any third-party business activity; and/or
  - (m) violate any applicable national or international laws, regulations, rules and/or guidelines.
- (vii) You hereby affirm Viacom18 has the right to determine whether any of Your Posts are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account and/or access with or without prior notice.

#### **(4) CONTESTS AND PROMOTIONS**

Any and all contests, promotions and campaigns hosted or conducted on the Website are subject to the contest/campaign terms and conditions ("Contest T&Cs") as set out on the Website and you are requested to read the Contest T&Cs as well as Website T&Cs before participating in the same and upon participation it shall be deemed that the participant has read and understood the Contest T&Cs. Website T&Cs are deemed incorporated by reference into Contest T&Cs provided in respect of a particular activity.

#### **(5) PRIVACY & INFORMATION THAT WE COLLECT FROM YOU**

- (i) We will collect some of your personal information that might include, but is not limited to, Your name, facebook id, number, device id, unique identifier, IMEI number of the device, date of birth, address, location, age, email id, twitter handle, etc. ("Your Information").
- (ii) By accessing, installing, keeping, downloading or using the Website, You consent to the collection, use and transfer of Your Information in accordance with the terms of this clause.
- (iii) We may also collect information about You, from any e-mails or letters that You send to Us. We will only use any such information in accordance with the terms of this clause.
- (iv) Any materials or information that You post, submit or upload to the Website or to Us may be visible to other users of the Website and will be stored on Our servers for the purposes of making the Website available. We advise You to be selective about what information You post. Please do not include any personally identifiable information that you do not wish to be made available to Us or to the public.
- (v) We may receive information that You submit to any third-party sites You access from links contained within the Website, including without limitation any third-party payment processor or

e-commerce portal provided by an e-commerce operator that may from time-to-time be made available to You via the Website. You should check the privacy policy of such third-party sites to find out how they will use your data. We will only use the information we receive in accordance with terms of this clause.

- (vi) We may collect information about the location of your computer or the device upon which you access the Website. We may also collect information about how the Website is used. Such information may include but shall not be limited to:
  - (a) login information (time of login and the number of logins);
  - (b) locations visited within the Website;
  - (c) character interactions within the Website;
  - (d) items purchased;
  - (e) items sold;
  - (f) levels completed;
  - (g) the number of times You share Website activity with friends;
  - (h) the number of Website invitations You send to friends; and
  - (i) such other Website related information.

- (vii) We may use this information for a number of purposes such as optimizing game play, application performance, security, and to help us provide more efficient customer support.

(viii) Use of Your Information

We may use Your Information for the following purposes:

- (a) to administer Your account;
- (b) to enable You to access and use the Website;
- (c) to provide You with services;
- (d) to display Your username and contact details to other users of the Website;
- (e) to provide customer service in relation to Your use of the Website;
- (f) to administer, support, improve and develop the Website;
- (g) to contact User about the Website or to send You other content We think may be of interest to You;
- (h) to promote our content and/or promote third-party products and services;
- (i) to provide you with services that We think may be of interest to You;
- (j) for sharing with You, our partners and service providers.

(ix) Disclosure of Your Information

Other than as expressly set out herein or as otherwise required or permitted by law, we will not share, sell or distribute any of the information You provide to Us without Your consent.

We may disclose Your Information to:

- (a) any third-party to whom disclosure is necessary to enable Us to provide User with the services to which You have opted;
- (b) any person/entity to whom disclosure is necessary, in accordance with law, to enable Us to enforce Our rights under this clause and/or under applicable law; or
- (c) any entity that legally acquires Viacom18 or its Website.

- (x) We may disclose generic non-personal information in the aggregate (that is not specific to and does not identify You) to third-parties including but not limited to, third-party advertisers and/or any third-party developer that develops or modifies the Website for Us on Our behalf.

(xi) You are advised that You should always be careful when submitting information about yourself within the Website and should only submit information that You consent to make public.

(xii) Cookies

The Website may use cookies to ensure proper function and so the User gets the highest level of satisfaction. Cookies are small amounts of information which are stored on the User's device. They make it easier for the User to log into and use the Website. They also allow Users to monitor traffic and to personalize the content for the User. If a User does not wish Us to install cookies on Your computer for these purposes, You may change the settings on Your internet browser to reject cookies. Please note that if a User does set the internet browser to reject cookies, the User may not be able to use all of the features of the Website.

(xiii) Third-Party Sites and Contributors

The Website may contain links to sites that are operated by third-parties. We do not control those sites and as such the privacy terms of herein do not apply to those sites. Please consult the terms and conditions and privacy policies of those third-party sites to find out how they collect and use Your personal data and to establish whether and for what purpose they use cookies.

Advertisements contained on our Websites operate as links to that advertiser's sites and as such any information they collect by virtue of Your clicking on that link will be collected and used in accordance with the privacy terms of that advertiser. We are and shall in no way be held responsible for any aspect of these third-party sites, including any products and/or services purchased or availed of by You from these third-party sites.

(xiv) Data Access, Corrections, Withdrawal of Consent

If you do not consent to any part of the privacy terms herein or wish to withdraw consent to process Your Information then you may stop using the Website and ask us to remove the Your Information from our records by writing to [editor@mtvindia.com](mailto:editor@mtvindia.com). However if You so withdraw, We might be unable to provide certain services as set out herein.

You may request to know or edit information about yourself stored with Us by writing to Us at [editor@mtvindia.com](mailto:editor@mtvindia.com). We may charge a fee to meet our costs for the same though.

## **(6) DISCLAIMER AND LIMITATION OF LIABILITY**

BY ACCESSING AND/OR USING THE WEBSITE, YOU HAVE READ, UNDERSTOOD AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS DISCLAIMER.

(i) THE WEBSITE AND ALL MATERIAL THEREIN CONTAINED ARE DISTRIBUTED AND TRANSMITTED BY VIACOM18 AND/OR ITS AND ITS ASSOCIATED COMPANIES ON AN "AS IS" AND "AS AVAILABLE" BASIS. VIACOM18 AND ITS ASSOCIATED COMPANIES, THEIR RESPECTIVE DIRECTORS, EMPLOYEES, OFFICERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, SUB-CONTRACTORS, CONSULTANTS AND THIRD-PARTY PROVIDERS:

(a) DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF ANY KIND, INCLUDING BUT NOT LIMITED TO WARRANTIES OF COMPLETENESS, ACCURACY, RELIABILITY, SUITABILITY, FITNESS, MERCHANTABILITY, AVAILABILITY, QUALITY, FITNESS FOR ANY PURPOSE, NON-INFRINGEMENT, COMPATIBILITY AND/OR SECURITY;

(b) IS NOT RESPONSIBLE OR LIABLE FOR ANY INFECTION OR CONTAMINATION OF YOUR SYSTEM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE WEBSITE OR ANY

CONNECTED WEBSITE AND DOES NOT WARRANT THAT THE WEBSITE, THE SERVER(S) THAT MAKE THE WEBSITE AVAILABLE OR ANY CONNECTED WEBSITES ARE FREE FROM VIRUSES, TROJAN HORSES, WORMS, SOFTWARE BOMBS OR SIMILAR ITEMS OR PROCESSES OR OTHER HARMFUL COMPONENTS;

- (c) IS NOT RESPONSIBLE OR LIABLE FOR INTERRUPTIONS, DELAYS, INACCURACIES, ERRORS, OR OMISSIONS ARISING OUT OF YOUR USE OF THE WEBSITE OR ANY CONNECTED WEBSITE OR WITH RESPECT TO THE MATERIAL, POSTS OR SUBMISSIONS THEREON; AND
  - (d) DOES NOT WARRANT THAT THE WEBSITE, OR ANY CONNECTED WEBSITE, ANY MATERIALS, THIRD-PARTY CONTENT, GOODS AND SERVICES OFFERED WILL BE UNINTERRUPTED OR ERROR FREE.
- (ii) EVERY EFFORT IS MADE TO KEEP THE WEBSITE RUNNING SMOOTHLY. HOWEVER, VIACOM18 TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE FOR, THE WEBSITE BEING TEMPORARILY UNAVAILABLE DUE TO TECHNICAL ISSUES BEYOND OUR CONTROL.
  - (iii) THE ENTIRE RISK AS TO THE QUALITY, ACCURACY, ADEQUACY, COMPLETENESS, FITNESS, CORRECTNESS AND VALIDITY OF ANY MATERIAL AND USE OF AND ACCESS TO THE WEBSITE OR ANY CONNECTED WEBSITE RESTS SOLELY WITH YOU.
  - (iv) THE WEBSITE MAY CONTAIN LINKS TO OTHER WEBSITES WHICH ARE NOT UNDER THE CONTROL OF VIACOM18. ANY WEBSITE YOU VISIT BY A LINK FROM THE WEBSITE IS SOLELY THE RESPONSIBILITY OF THE VENDOR, MERCHANT, OR OTHER PARTY PROVIDING THE WEBSITE. THE CONTENT OF, INCLUDING MATERIALS AND INFORMATION CONTAINED ON, ANY WEBSITE TO WHICH YOU LINK FROM THE WEBSITE IS SOLELY THE RESPONSIBILITY OF THE PROVIDER OF THAT WEBSITE. ANY TRANSACTIONS THAT YOU ENTER INTO WITH A VENDOR, MERCHANT OR OTHER PARTY LISTED IN THIS WEBSITE OR LINKED FROM THIS WEBSITE ARE SOLELY BETWEEN YOU AND THAT VENDOR, MERCHANT OR OTHER PARTY. WE ARE NOT RESPONSIBLE FOR ANY SUCH THIRD-PARTY CONTENT THAT MAY BE ACCESSED VIA THE WEBSITE, NOR THE ORGANIZATIONS PUBLISHING THOSE WEBSITES, AND HEREBY DISCLAIM ANY RESPONSIBILITY AND LIABILITY FOR SUCH CONTENT. THE INCLUSION OF ANY LINKS DOES NOT CONSTITUTE OR IMPLY AN ENDORSEMENT OR RECOMMENDATION BY US OF THE THIRD-PARTY, OF THE QUALITY OF ANY PRODUCT OR SERVICE, ADVICE, INFORMATION OR OTHER MATERIALS DISPLAYED, PURCHASED, OR OBTAINED BY YOU AS A RESULT OF AN ADVERTISEMENT OR ANY OTHER INFORMATION OR OFFER IN OR IN CONNECTION WITH THE WEBSITE.
  - (v) TO THE FULLEST EXTENT PERMISSIBLE BY LAW, VIACOM18, ITS ASSOCIATED COMPANIES, AND THEIR RESPECTIVE DIRECTORS, EMPLOYEES, OFFICERS, SHAREHOLDERS, AGENTS, REPRESENTATIVES, SUB-CONTRACTORS, CONSULTANTS AND THIRD-PARTY PROVIDERS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE AND/OR CLAIMS OF ANY KIND (WHETHER IN CONTRACT, TORT OR BREACH OF STATUTORY DUTY OR OTHERWISE) ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE AND/OR MATERIALS AND/OR POSTS AND/OR SUBMISSIONS AND/OR ANY CONNECTED WEBSITE INCLUDING WITHOUT LIMITATION:
    - (a) INDIRECT OR CONSEQUENTIAL LOSS;
    - (b) LOSS OF PROFITS OR REVENUE OR SAVINGS OR OTHER ECONOMIC LOSS;
    - (c) INCIDENTAL, DIRECT, OR SPECIAL LOSS OR SIMILAR DAMAGES;
    - (d) LOSS OF OR DAMAGE TO DATA;
    - (e) LOSS OF BUSINESS OR GOODWILL; AND/OR
    - (f) WASTED OR LOST MANAGEMENT TIME,EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE OR IF SUCH LOSS OR DAMAGE WAS FORESEEABLE. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL VIACOM18'S OR ITS ASSOCIATED COMPANIES' LIABILITY TO YOU FOR ANY AND ALL LOSSES OR DAMAGES

(WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEBSITE.

(vi) NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL VIACOM18'S OR ASSOCIATED COMPANIES' LIABILITY TO YOU FOR ANY AND ALL LOSSES, DAMAGES OR CLAIMS (WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEBSITE.

(vii) IF YOU ARE DISSATISFIED WITH THE WEBSITE OR WITH THESE TERMS & CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING OR USING THE WEBSITE.

## **(7) INDEMNITY AND LIMITED LIABILITY**

- (i) You agree to fully indemnify, defend and hold harmless Viacom18, its associated companies, and their respective directors, employees, officers, shareholders, agents, representatives, sub-contractors, consultants and third-party providers from and against all losses, claims and damages including reasonable legal fees, resulting from any breach of these Terms & Conditions by You.
- (ii) Viacom18 reserves the right to assume, at its sole expense, the exclusive defence and control of any matter subject to full indemnity by You, in which event You agree to fully co-operate with Viacom18 in defending any action or potential action.
- (iii) To the fullest extent permitted by applicable law, Viacom18 excludes all liability for any direct, indirect, incidental, special or consequential damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from:
  - (a) the use or the inability to use the Website;
  - (b) the cost of procurement of substitute goods and services resulting from any goods or services purchased or obtained or transactions entered into through or from the Website; or
  - (c) unauthorized access to or alteration of Your transmissions or data, even if Viacom18 has been advised of the possibility of such damages.
- (iv) You further agree that Viacom18 is not responsible or liable to You for any threatening, defamatory, obscene, offensive or illegal conduct of other users or any infringement of another's rights, including intellectual property rights, privacy rights, etc. occurring on or through the Website.

## **(8) THIRD PARTY HYPERLINKS**

The appearance of external hyperlinks/banners/advertisements and/or other elements generated by third-parties on the Website does not constitute endorsement by Viacom18 and/or its associated companies of the opinions or views expressed by such third-party Websites. Viacom18 does not verify, endorse or take responsibility for the accuracy, currency, fitness, completeness or quality of the content contained on these third-party Websites. Furthermore, Viacom18 is not responsible for the quality of or delivery of any products or services offered, accessed, obtained by or advertised at such third-party Websites. As such, neither Viacom18 nor its associated companies will be responsible for content provided on any third-party Websites, and further Viacom18 will under no circumstances be liable for any direct, indirect, incidental or special losses, claim or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within these third-party hyperlinked Websites. All such advertisings are of the relevant third-party advertiser and are not endorsements or recommendations by Viacom18 and/or its associated companies. You should refer to the relevant advertiser for information on its products and/or services.

## **(9) NOTICE & TAKE DOWN PROCESS**

Viacom18 does not endorse any content submitted to the Website by any User or other licensor, or any opinion, recommendation, or advice expressed therein, and Viacom18 expressly disclaims any and all liability in connection with such content. Viacom18 does not permit copyright infringing activities and infringement of intellectual property rights on the Website, and Viacom18 will remove all content if properly notified that such content infringes on another's intellectual property rights. Viacom18 reserves the right to remove any content (including User content) without prior notice.

Viacom18 further reserves the right to decide whether the content violates these Terms & Conditions for reasons other than copyright infringement, such as, but not limited to, defamation, pornography, obscenity, excessive length, etc. Viacom18 may at any time, without prior notice and in its sole discretion, remove such content and/or terminate a User's account for submitting such material in violation of these Terms & Conditions.

Viacom18 operates a clear copyright policy in relation to any content alleged to infringe the copyright of a third party. As part of Viacom18's copyright policy, Viacom18 will terminate User access to the Website if a User has been determined to be an infringer.

If you believe your copyright-protected work was posted on the Website without authorization, you may submit a copyright infringement notification. These requests should only be submitted by the copyright owner or an agent authorized to act on the owner's behalf.

The fastest and easiest way to notify Viacom18 of alleged copyright infringement is by sending a notification at:

Attention: Legal Department  
Viacom18 Media Pvt. Ltd.,  
Zion Biz World,  
Subhash Road 'A',  
Vile Parle (East),  
Mumbai – 400057.

If you choose to request removal of content by submitting an infringement notification, please remember that you are initiating a legal process. Do not make false claims. Misuse of this process may result in the suspension of your account or other legal consequences.

## **(10) TERMINATION**

Viacom18 reserves the right to terminate Your access to all or part of the Website, with or without notice.

## **(11) MISCELLANEOUS**

- (i) The fastest and easiest way to notify Viacom18 of any grievance is by sending a notification to our grievance officer at:

Attention: MTV Digital Department  
Viacom18 Media Pvt. Ltd.,  
Zion Biz World,  
Subhash Road 'A',  
Vile Parle (East),  
Mumbai – 400057.

- (ii) These Terms & Conditions contain the entire understanding between You and Viacom18 and supersede all prior understanding of the User and Viacom18 in respect of the User's access and/or use of the Website.
- (iii) If any provision of these Terms & Conditions is found to be illegal, invalid or unenforceable, then to the extent to which such provision is illegal, invalid or otherwise unenforceable, it shall be severed and deleted and the remaining provisions shall survive and remain in full force and effect and continue to be binding and enforceable.
- (iv) Unless otherwise specified, the Website is presented solely for the purpose of entertainment and promoting programs and other products available in India. Viacom18 makes no representation that the Website is appropriate or available for use in locations other than India. Those who choose to access the Website from locations other than in India, do so on their own initiative and risk, and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
- (v) Privacy Policy (as provided on the Website), and any other documents, instructions, etc. included on the Website shall be read into this and shall be a part of these Terms & Conditions.
- (vi) These Terms & Conditions shall be governed by and construed in accordance with the laws of the India and be subject to the exclusive jurisdiction of the Courts at Mumbai, without giving effect to any principles of conflicts of law.

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