

Last Updated : 20th Jan 2023

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TriVayu Media Works Private Limited, a company incorporated under the Companies Act, on 29th March, 2020, having registered office at F605, Prateek Wisteria, Sec 77, Noida, Gautam Buddha Nagar, Uttar Pradesh - 201301, provides content creation and marketing services through website, online mediums and offline mediums, and / or other domains or platforms owned and /or operated by the Company, or other domains or platforms which may be owned or operated by the Company in future (collectively referred to as "Platform").

The Company requests the User (as defined below) to carefully go through these terms and conditions ("Terms of Usage" or "Terms"), prior to accessing the Platform or availing the Services (as defined below) via the Platform. If the User continues to browse and use the Platform to avail the Services, the User irrevocably and unconditionally agrees to comply with, abide by and be bound by all the obligations as stipulated in the Terms, which read together with our privacy policy available at **Platform Policy** ("Privacy Policy"); and any other applicable policies referred to herein or made available on the Platform (collectively referred to as "Terms and Conditions"). The Terms and Conditions shall govern the Company's relationship with the User in relation to the usage of the Platform and the Services. These Terms and Conditions supersede all previous oral, written terms and conditions (if any) communicated to the User (including, but not limited to, any prior versions of the Terms and Conditions) and shall act as a binding agreement between Company and the User. In the event the Company executes any services agreement, order form or any other agreement with the User in relation to one or more Services, the terms and conditions as set out in such paper contracts ("Contracts") shall apply and supersede however, only to the extent of conflict, if any. Other than as provided in a Contract, Platform will not accept any counter offers to these Terms and Conditions, and all such offers are hereby categorically rejected.

Further, additional terms and conditions may apply to purchases of one or more Services and to specific portions or features of the Platform, including contests, promotions or other similar features, all of which terms are made a part of these Terms and Conditions by this

reference.

If You are accessing or using the Platform and the Services on behalf of a business or other legal entity, then Your business or legal entity is legally and financially responsible for Your access to and use of the Platform and the Services, as well as for the use of the Platform and the Services by others affiliated with you, including any employees or agents.

## I. Definitions

“Applicable Law” means all applicable laws and regulations applicable to a User of the Platform, whether in effect as of the date of these Terms or thereafter and each as amended from time to time, in respect of Your use of the Platform.

“Customer” shall mean those Users who seek to avail Services via the Platform.

“Content” shall mean the material generated through the Services offered by the Platform, basis the specific requirements of a User.

“Docs” shall refer to the individual files made using TMW docs.

“Input” shall mean data, information, suggestions, text, content, and other materials submitted, uploaded, transmitted, or otherwise made available by the User to the Platform

“Plan” means the combination of Services and Usage Limits with a set price value that a Customer can subscribe to through the Platform.

“Price Quote” means the form setting out the price to be charged by the Company from the User for the use of the relevant Services

“Service(s)” means services provided through the Platform, as described in further detail under Clause 3 below. The Services provided through the Platform may change from time to time, at the sole discretion of the Company.

“Usage Limits” means the usage limits provided to each Customer with their Plan.

“User” or “You” means any person or entity who accesses or visits the Platform and/or avails one or more Services on the Platform, or their representatives or affiliates who are registered on the Platform. The terms “Your” and “Yourself” shall be construed accordingly.

## II. Updation of Terms and Conditions

Your use of the Platform is always subject to the Terms and Conditions, which may be updated, amended, modified or revised by Us from time to time. We will notify You of any change of the Terms and Conditions in accordance with applicable laws. As a User of the Platform, it is also Your obligation and responsibility to peruse and keep Yourself updated with the additions, revisions, amendments or modifications that We may have made to these Terms and Conditions from time-to-time, as these Terms are the basis on which You shall interact with the Company and the Platform. Any updates to the Terms and Conditions shall be deemed to be effective as soon as they are uploaded on the Platform. If You continue to use the Platform, Content and/or Services after the updated Terms and Conditions have been published, it shall be deemed that You have read and understood and accepted the updated Terms and Conditions. Any reference to Terms of Usage / Terms and Condition, shall refer to the latest version of the Terms of Usage / Terms and Condition.

## III. Service(s) provided to Users

### Content Services

We provide You a Platform that collates Your content and related requirements as per the specifications provided for the Assignment (“Content Services”). Subject to the Plan availed by the Customer, the following Services shall be rendered in this regard:

1. We help You ideate, fixate and act upon Your content creation / marketing strategy / moderation and help increase operational efficiency;
2. Matching a Customer with a tailored solutions;
3. Provide solutions as per Your specifications with regard to that particular Assignment;

## IV. Eligibility

By using the Platform, You affirm that You are:

(i) at least eighteen (18) years of age or such age of majority as stipulated under Applicable Law ("Minimum Age"). For anyone under the Minimum Age ("Minor") who is accessing / browsing/ using the Platform, their parent or guardian under Applicable Laws, shall accept and agree to Terms and Conditions ("Parental Consent"). Any access / browsing / use of the Platform by any Minor shall be deemed to have Parental Consent; and

(ii) are competent to enter into the terms, conditions, obligations, affirmations, representations, warranties set forth in the Terms and Conditions.

Persons who are "incompetent to contract" under Applicable Law including but not limited to minors, un-discharged insolvents, or person of unsound mind are not eligible to use the Platform and We may immediately and without reason suspend or restrict Your access to the Platform if We have reason to believe that You are "incompetent to contract"

If You avail the Services as part of an Organization Account, You agree to these Terms on behalf of such entity on whose behalf the Organisation Account has been created and You represent that You have the authority to do all acts necessary relevant to the use of the Platform on behalf of the entity to whom the Organisation Account belongs.

## V. Fees

You agree to Pay to us any fees for the Services availed by you, in accordance with the pricing and payment plans presented to you by the Company on the platform and the website. Payment against fees can be made online through credit Card/internet banking etc. or any mode of payment which is made available to the User in the Platform. The Fees paid by you is non-refundable, except as provided in these Terms and Conditions.

## VI. Use of Your Information and Content and other content displayed on the Platform

You acknowledge and agree that We may preserve Your information and may also disclose Your related information if required to do so by law; or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any of Your usage of the Platform violates the rights of third parties; (d) detect, prevent, or otherwise address fraud, security or technical issues; or (e) protect the rights, property, or personal safety of the Platform, its users, or the public

## VII. Restrictions

1. As a condition of use, You promise not to use the Services for any purpose that is prohibited by the Terms and Conditions; or other rules or policies implemented by Us from time to time; or in violation of any Applicable Laws.
2. By way of example, and not as a limitation, You shall not (and shall not permit any third-party to) take any action that: (i) would constitute a violation of any Applicable Law, rule or regulation; (ii) infringes on any intellectual property or other right of any other person or entity; (iii) is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, obscene, offensive, or profane; or (iv) impersonates any person or entity. The Company reserves the right to disable any Account from the Platform at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities; or if Company is concerned that You may have violated the Terms), or for no reason at all with or without notice to the User/Users.
3. Additionally, You shall not share any information that: (i) may be harmful to minors or children below the Minimum Age; (ii) 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 any other nation; and (iii) is invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; (iv) harms minors in any manner; (v) infringes any patent, trademark, copyright or other proprietary rights; (vi) violates any laws for time being; and (vii) impersonate any

person.

4. Furthermore, You shall not (directly or indirectly): (i) take any action that imposes or may impose an unreasonable or disproportionately large load on Company's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Platform or any activities conducted on the Platform; (iii) bypass any measures we may use to prevent or restrict access to the Platform (or parts thereof); (iv) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Platform, except to the limited extent Applicable Laws specifically prohibit such restriction; (v) modify, translate, or otherwise create derivative works of any part of the Platform; or (vi) copy, rent, lease, distribute, or otherwise transfer any or all of the rights that you receive hereunder.
5. You will not access the Platform, and/or its Services, or the personal information of other Users, available on the Platform in order to build a similar or competitive website, product, or service.

## VII. Contact You

You agree that We may contact You through telephone, email, SMS, WhatsApp or any other means of communication for the purpose of:

1. Obtaining feedback in relation to Platform or our Services;
2. Obtaining feedback in relation to any other Users listed on the Platform;
3. Intimating modifications and changes to Terms and Conditions, or any part thereof;
4. Resolving any complaints, information, or queries by other Users regarding Your Content/Work; and
5. Introducing and sharing information of the Platform and the Services.

You agree to provide Your fullest cooperation further to such communication by Company.

By submitting suggestions or other feedback regarding Our Services/Platform, You agree

that We can use and share such feedback for any purpose without any compensation to You and We are under no obligation to give such feedback confidential.

## VIII. Electronic Signatures and Legal Notices.

You agree that any signature or other electronic symbol or process attached to, or associated with an agreement, order form, certificate, or other document between You and Platform with the intent to sign, authenticate or accept the terms of any such agreement, order form, certificate, or other document and any contract formation or record-keeping through electronic means in respect of the Services will have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted under the Applicable Law.

You consent to Us to provide notices to You under these Terms electronically and understand that this consent has the same legal effect as a physical signature.

## VIX. Rights and Obligation relating to the usage of the Platform

Users shall be prohibited from carrying out the any illegal acts in the Platform including but not limited to acts mentioned below:

1. violating or attempting to violate the integrity or security of the Platform;
2. transmitting any information on or through the Platform that is disruptive or competitive to the provision of our Services;
3. directly or indirectly, engage in transmission of “spam”, chain letters, junk mail or any other type of unsolicited communication to other Users;
4. running a coded script/algorithm on the Platform to extract any information or perform any activity. All action on the Platform should be done by human interaction, and machine interaction is strictly prohibited;
5. circumventing or disabling any digital rights management, usage rules, or other security features of the Platform;
6. defamation, harassment, abuse, or disruption of a User or a User’s ability to access the Platform;
7. grossly harming, creating obscene, pornographic, paedophilic, hateful, or racially, ethnically objectionable, or libellous content, invading another's privacy, encouraging

money laundering or gambling, trolling, creating propaganda or otherwise unlawful in any manner whatever;

8. Any unlawful activities in the Platform which are prohibited under Applicable Law.

The Company shall, upon obtaining knowledge by itself or been brought to actual knowledge by an affected person in writing or through email about any such information as mentioned above, be entitled to disable such information that is in contravention of this Clause. We shall also be entitled to preserve such information and associated records for at least 90 (ninety) days for production to governmental authorities for investigation purposes. In case of non-compliance with any Applicable Laws, rules or regulations, Terms and Conditions or the terms of the Paper Contracts (if any) by a User, we shall have the right to immediately terminate Your access or usage rights to the Platform and Services and to remove non-compliant information from the Platform.

## X. Modification

We reserve the right, at any time and with sole discretion, to change, modify, or amend the Terms and Conditions (in whole, or in part) or any of the Platform(in whole, or in part) with notice to You. By continuing to access or use the Platform after any revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, you are no longer authorized to use the Platform.

## XI. Support

The Company offers an account executive based based support system. In case you require any assistance or support, you may access support resources or contact our support by emailing at [TSR@tmworks.in](mailto:TSR@tmworks.in). The Company shall revert to every complaint within 48 hours of receipt of the complaint. Further, the Company shall take best possible efforts to redress the complaint within thirty (30) days of receipt of the complaint.

The User agrees and acknowledges that the Company shall address and attempt to resolve the complaint received in accordance with the standard policies and procedures adopted by the Company, the User's disapproval/discontent with the outcome/mode of redressal shall not be deemed to mean non-redressal of the complaint by the Company. Any suggestions by the Company regarding use of the Services shall not be construed as a warranty.



## XII. Conflict

In the event of any conflict or inconsistency between these Terms and Conditions and any Contract executed with the Company, the terms and conditions of the relevant Contract shall prevail, to the extent of conflict.

## XIII. Disclaimer

THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) IS PROVIDED "AS IS" AND "AS AVAILABLE" AND IS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. THE COMPANY, ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, SPONSORS AND PARTNERS DO NOT WARRANT THAT: (A) THE SERVICE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICE IS SOLELY AT YOUR OWN RISK. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## XIV. Indemnification

You shall defend, indemnify, and hold harmless the Company, its affiliates/subsidiaries/joint venture partners and each of its, and its affiliates'/subsidiaries/joint venture partners' employees, contractors, directors, suppliers and representatives from all liabilities, losses, claims, and expenses, including reasonable attorneys' fees, that arise from or relate to (i) Your use or misuse of, or access to, the Services and Platform; (ii) any infringement of third party rights or contravention of applicable law; or (iii) Your violation of the Terms and Conditions; or any applicable law, contract, policy, regulation or other obligation. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will assist and cooperate with Us in connection therewith.

## XV. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (INCLUDING ITS DIRECTORS, EMPLOYEES, AGENTS, SPONSORS, PARTNERS, SUPPLIERS, CONTENT PROVIDERS, LICENSORS OR RESELLERS,) BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, LOSS OF GOODWILL OR OPPORTUNITY, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF THE PLATFORM, (II) FOR YOUR RELIANCE ON THE SERVICES (III) FOR ANY DIRECT DAMAGES IN EXCESS (IN THE AGGREGATE) OF THE USD 100 OR ITS EQUIVALENT, (IV) FOR ANY MATTER BEYOND ITS OR THEIR REASONABLE CONTROL, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE AFOREMENTIONED DAMAGES.

PLATFORM DOES NOT MAKE ANY REPRESENTATION REGARDING THE ACCURACY, COMPLETENESS, OR RELIABILITY OF THE THIRD PARTY DATA AND SHALL NOT BE LIABLE FOR ANY CLAIMS, LOSSES, OR DAMAGES ARISING OUT OF OR IN RELATION TO ANY INACCURACY OR ERROR OF ANY THIRD PARTY DATA.

PLATFORM SHALL NOT BE LIABLE FOR ANY CLAIMS/LOSSES ARISING FROM (A) USE OF THE PLATFORM OR THE SERVICES BY USERS; (B) COMBINATION OF THE CONTENT WITH ANY HARDWARE, SOFTWARE, GRAPHICS, DATA, OR OTHER MATERIALS NOT COMPATIBLE WITH THE CONTENT; AND (C) CUSTOMER'S USE OF CONTENT.

## XVI. Exemptions to liability of Company

You further agree and confirm that the Company shall not be responsible, in any manner whatsoever, for any delay/unavailability of Services or failure to meet its obligations under the Terms and Conditions, which may be caused, directly or indirectly, due to:

1. Your failure to cooperate;

2. Your unavailability and/or unresponsiveness;
3. Your failure to provide accurate and complete information;
4. Your failure to provide or facilitate the creation/submission of Content in timely manner;
5. Any event beyond Company's reasonable control.

You acknowledge and agree that You shall be solely responsible for the legality, accuracy, completeness, or reliability of the Input. You undertake and represent that the Input does not contravene any provisions of the applicable law and does not infringe upon the intellectual property rights of any third parties.

## XVII. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of India without regard to the conflict of law provisions. All claims, differences and disputes arising under or in connection with or in relation hereto, the Platform or the Services ("Dispute"), the Terms and Conditions or any transactions entered into on or through the Platform or Services shall be subject to the exclusive jurisdiction of the courts at Delhi, India and you hereby accede to and accept the jurisdiction of such courts.

## XVIII. Arbitration and class action waiver

If after 30 (thirty) days of consultation, the User(s) and PLATFORM ("Disputing Parties") fail to reach an amicable settlement, on any or all of the Disputes, such Disputes shall be submitted to final and binding arbitration at the request of any of the Disputing Parties upon written notice to that effect to the other Disputing Party. In the event of such arbitration:

1. The arbitration shall be in accordance with the Arbitration and Conciliation Act, 1996 (which is deemed to be incorporated into these Terms by reference);
2. All proceedings of such arbitration shall be in the English language. The venue and place of the arbitration shall be Mumbai, which shall be the seat of the arbitration;
3. The arbitration shall be conducted by a sole arbitrator appointed jointly/collectively by the Disputing Parties. In the event that the Disputing Parties are unable to agree on a sole arbitrator within 15 (fifteen) days following submission of the Dispute to

arbitration, the sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996;

4. The arbitrator's award shall be substantiated in writing. The tribunal shall also decide on the costs of the arbitration proceedings which, until decided, shall be borne equally by the Disputing Parties. In case the arbitrators have not decided on the costs of the arbitration proceedings, each Disputing Party shall bear its own costs, in relation to the arbitration proceedings and the cost of arbitration proceedings including fees of arbitrators shall be borne equally by the Disputing Parties;
  
5. By accepting these Terms and Conditions, You agree to waive Your right to bring or participate in a class action lawsuit against us. Neither You nor We may be a representative of other potential claimants or a class of potential claimants in any dispute, nor may two or more individuals' disputes be consolidated or otherwise determined in one proceeding.

## XIX. Miscellaneous

1. The Terms and Conditions are the entire agreement and understanding between You and the Company with respect to the Services and usage of the Platform.
  
2. If any provision of the Terms and Conditions are found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms and Conditions will otherwise remain in full force and effect and enforceable.
  
3. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
  
4. The Terms and Conditions are personal to You, and are not assignable or transferable by You except with Company's prior written consent. Company may assign, transfer or delegate any of its rights and obligations hereunder without any consent.

## XX. Grievance Redressal Mechanism

Any discrepancies or grievances with regard to content and or comment or breach of the Terms and Conditions shall be taken up with the designated grievance officer as mentioned below via in writing or through email signed with the electronic signature to:

Email ID : [krish@tmworks.in](mailto:krish@tmworks.in)

Each such discrepancy or grievance shall be provided a ticket number which may be accessed on the Platform to track the status thereof.

## XXXIII. Contact

If you have any questions regarding the Services or usage of the Platform, please contact Company at [TSR@tmworks.in](mailto:TSR@tmworks.in).