

## TERMS AND CONDITIONS OF NEWSLETTER SUBSCRIPTION

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### 1. INTRODUCTION

- 1.1 These terms and conditions (“**Terms**”) govern your (“**you**” or “**your**” or “**subscriber**”) subscription and use of the Newsletter provided or made available to you by Spiral Content Solutions Private Limited (collectively “**Company**”, “**we**”, “**us**” or “**our**”).
- 1.2 By subscribing to our Newsletter and related services (the “**Services**”), you specifically agree to: (i) these Terms; (ii) receive email and other communications from us; and (iii) receive advertisements and information sent by us.

### 2. NEWSLETTER

- 2.1 The Company’s newsletter (“**Newsletter**”) service is to keep you informed about the latest events, developments, current events, business events, news updates and conversations trending across social media, newsrooms and online publishers.
- 2.2 The Newsletters and their content are provided for information purposes only, and are not comprehensive or advisory in nature. The Company does not guarantee the accuracy, currency or completeness of the information in the Newsletter. The content in the Newsletter is not, and should not be regarded as any form of advice.
- 2.3 Use of information contained in the Newsletter is at your own risk and we are not responsible for any adverse consequences arising out of such use. The material provided in the Newsletter has not been prepared by taking into account the particular objectives, situations or needs of any individual users. You assume sole risk and responsibility for anything arising from your use of the Newsletter. You understand that all information, content, data, text, images, graphics, messages or other materials available *via* the Newsletter (“**Content**”) are the responsibility of the person from which the Content originated and the Company is not responsible for the Content that is made available to you *via* the Newsletter. The Company does not control the Content and does not guarantee its accuracy, integrity or quality.

### 3. SUBSCRIPTION TO NEWSLETTERS<sup>1</sup>

- 3.1 **Subscription:** You may subscribe to the Newsletter by selecting any of the various subscription options provided by the Company. The subscription fees and any other charges payable by you in connection with your subscription for the Newsletter (including any applicable taxes) shall be as per the rates in effect at the time of your subscription (“**Subscription Fees**”). When you subscribe to the Newsletter, you must provide us with complete and accurate payment and other information. By submitting your payment details, you confirm that you are entitled to purchase a subscription of the Newsletter using those payment details. If we do not receive payment authorization or any authorization is subsequently cancelled, we may immediately terminate or suspend your access to your subscription. In suspicious circumstances, we may contact the issuing bank/payment provider and/or law enforcement authorities or other appropriate third parties. Subscription Fees will be billed at the beginning of your subscription and any renewal of your subscription. As a general matter, all our fees and charges are non-refundable. We reserve the right to issue refunds or credits at our sole discretion. If we do issue a refund or credit, we are under no obligation to issue the same or similar refund in the future. We may change the Subscription Fees and charges then in effect, or add new fees or charges which will take effect at the end of your subscription period, by giving you notice in advance and an opportunity to cancel.
- 3.2 **Payment Gateway:** The Company uses the services of third party payment service providers to process your payment of the Subscription Fees. Accordingly, your usage of such third-party

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<sup>1</sup> Please confirm the subscription terms.

services shall be in accordance with the terms and conditions of adopted and implemented by such service provider, and the Company shall not be responsible for any failed or incomplete fulfillment of any payment instructions issued by you through such service provider or any actions taken by the Company in respect of the same.

- 3.3 **Number of Newsletters:** Based on the subscription, the Company will provide you with such number of Newsletters corresponding to your subscription.
- 3.4 **Subscription Term:** The subscription service will be for a period of 12 months from the date of subscription. After that, you will have to renew your subscription by providing us with a written notice of such renewal and paying the then applicable Subscription Fee.
- 3.5 **Frequency:** The newsletter will be delivered on all working weekdays.
- 3.6 **Unsubscribe:** You can, at any time, stop your subscription to our Newsletters by providing us with a written notice at [editorialdesk@scatter.co.in](mailto:editorialdesk@scatter.co.in).
- 3.7 **Reserved Rights:** The Company reserves the right, at its discretion, to suspend or cancel your subscription at any time. Further, the Company reserves the right to suspend or terminate your subscription if you breach these Terms, with or without notice and without further obligation to you. We may also suspend or terminate your subscription if we are prevented from providing the Newsletter or Services to you by circumstances beyond our control. The Company may give you at least [●] days' notice of such termination, if possible. If we do so, then we will have no further obligation to you, except for a refund of the unexpired period of your paid subscription. This means that we will refund you with any amounts that you have paid us in advance that relate to any remaining and unexpired period of your subscription.
- 3.8 **Non-transferable:** Upon you subscribing to our Newsletter, your right to subscribe to the Newsletter is not transferable to any other person.

#### 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 The Newsletter contains many of the valuable trademarks, service marks, names, titles, logos, images, designs, copyrights and other proprietary materials owned, registered and used by the Company ("**Company's IP**"). The Company is the exclusive owner of the Company's IP and any unauthorized use of the Company's IP is strictly prohibited and all rights in same are reserved by the Company. The Company's IP is protected by laws, including laws governing copyrights and trademarks and the reproduction and use of any of the Company Marks is prohibited. You are also advised that the Company considers its intellectual property to be among its most valuable assets, and will aggressively enforce its intellectual property rights to the fullest extent.
- 4.2 The Newsletters may include trademarks, service marks, names, titles, logos, images, designs, copyrights and other proprietary materials owned, registered and used by third parties ("**Third IP**"). You shall not use the Third Party IP without the prior written consent of such third parties.
- 4.3 The information contained in the Newsletter may be supplied to us freely from the public domain or with consent from third parties. You shall not: (i) copy, reproduce, modify or transmit the Content of the Newsletter without the prior written consent of the concerned party; and (ii) sell or exploit, including for any commercial purposes, any portion of the Newsletter.
- 4.4 Nothing contained in the Newsletter should be construed as granting, by implication or otherwise, any right, license or title to any of Company's IP and/or Third Party IP.
- 4.5 The Company does not represent that it has an ownership interest in, or a license to use, any Third Party IP which is contained in the Newsletter. Except for the Company's IP, the Company does not claim ownership in the Content or the Third Party IP.

## **5. NO REPRESENTATIONS OR WARRANTIES**

- 5.1 The Company does not provide any representations, warranties, undertakings, assurances and guarantees of any nature whatsoever relating to the Newsletter and the Services.
- 5.2 The Newsletter, including without limitation all Content delivered as part of the Newsletter, is provided "as is", "as available" and 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, non-interference with data, availability, accuracy, or that the Newsletter or the Services are error free and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed. The Company, its directors, officers, employees, agents, suppliers, partners and content providers do not warrant that: (i) any defects or errors in the Newsletter will be corrected; or (ii) the results of using the Newsletter will meet your requirements.
- 5.3 You agree and confirm that the use of the Newsletter is solely at your own risk. The Newsletter contains information provided by one or more third party data providers. The Company does not control and is not responsible for the information provided by any such third-party provider. You acknowledge and agree that neither the Company nor any such third-party provider has any obligation to correct the information. In no event does the Company warrant or guarantee the correctness, comprehensiveness, completeness, accuracy, quality and integrity of the Content of the Newsletter.

## **6. PRIVACY**

- 6.1 By subscribing to our Newsletter service, you agree that personal information, including your name, email address and any other details you provide with your subscription, will be collected and stored by us and used for the process of managing your subscription. When subscribing to our Newsletter, your e-mail address will be added to our newsletter mailing list automatically. The only purpose of this mailing list is to provide you with our Newsletter.
- 6.2 You specifically grant your consent to provide us with your personal information and sensitive data or information for the purposes mentioned in these terms. As part of the subscription process, you will be required to provide the following information: (i) name and surname; (ii) e-mail address; (iii) age; (iv) organization; (v) designation.
- 6.3 We will not sell or pass on your subscription details and personal information to a third party unless required to do so by law.
- 6.4 We will take all reasonable steps to ensure that your personal information is handled and protected appropriately in accordance with our privacy policies and applicable law. In this regard, you can contact us by calling at – 022-26852058 or by emailing us at [engageunfoolishly@scatter.co.in](mailto:engageunfoolishly@scatter.co.in).

## **7. INDEMNITY**

- 7.1 You shall defend, indemnify, and hold harmless the Company, its affiliates, subsidiaries, related companies, licensors and partners, and each of their respective directors, employees, officers, agents, contractors, suppliers and representatives from all losses, damages, liabilities, claims, costs and expenses, including reasonable attorneys' fees, that arise from or relate to your (or any third party using your account or identity) use or misuse of, or access to, the Newsletter or the Services, or your violation of these Terms or of any law, or infringement of any intellectual property or other right of any person or entity. 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 asserting any available defenses.

## **8. LIMITATION OF LIABILITY**

- 8.1 In no event shall the Company, or any third party provider of any content or of any information delivered as part of the Newsletter, be liable to you and/or any party for any damages and liabilities of any kind, including but not limited to direct, indirect, special, exemplary, incidental, compensatory, punitive, consequential or similar damages arising out of or related to the Newsletter, its Content, our Services, including without limitation, lost profits, loss of use, business interruption, loss of data or other economic losses, whether in an action of contract, negligence or other tortious action, even if it is advised of the possibility of such damages.
- 8.2 You hereby waive any and all claims against the Company arising out of your subscription or use of the Newsletter or Services, or any conduct of the Company, its directors, officers, employees, agents or representatives. Your sole and exclusive right and remedy in case of dissatisfaction with the Newsletter or our services or any other grievance shall be your termination and discontinuation of access to or use of the Newsletter or our services.
- 8.3 You agree that the Company is not responsible for any data or Content compiled by it and that the Company shall not be liable, in any manner, as a result of your exposure to any defamatory, libelous, threatening, unlawfully harassing, obscene or otherwise unlawful content or data. We shall not be responsible or liable for the accuracy, copyright compliance, or legality of the material or content contained in or accessed through the Newsletter.
- 8.4 In no event shall the aggregate liability of the Company to you exceed the Subscription Fee paid by you to the Company.

## **9. GOVERNING LAW AND JURISDICTION**

- 9.1 These Terms will be governed by the laws of India. Further, the courts at New Delhi shall have exclusive jurisdiction for all matters arising out of or in connection with these Terms and you agree to irrevocably submit to the exclusive jurisdiction of such courts.

## **10. AMENDMENTS**

- 10.1 The Company reserves the right, at any time and from time to time, to amend, modify, revise, update, suspend and/or otherwise change these Terms without prior notice to you, provided that if any such alterations constitute a material change to these Terms, the Company will notify you of such amendments by way of email and other electronic communications.

## **11. MISCELLANEOUS PROVISIONS**

- 11.1 The Company shall not lose any rights hereunder or be liable to you for damages, losses or liabilities of whatsoever nature on account of failure of performance by the Company, if the failure is occasioned by reason of a force majeure event or any other cause beyond its control.
- 11.2 If any provision of these Terms is held to be invalid, illegal or unenforceable, such provision will be struck from these Terms and the remaining provisions of these Terms shall remain in full force and effect.
- 11.3 No failure on the part of the Company to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.
- 11.4 These Terms constitutes the entire agreement between you and the Company relating to the subject matter hereof.

11.5 Any notices required to be provided to you under these Terms may be made *via* email or such other mode as may be determined by the Company.

### **Contact**

You may contact us at the following address:

#### **Mumbai**

814, Corporate Annexe  
Sonawala Road  
Goregaon East  
Mumbai 400063

#### **Delhi**

Building #16, 3<sup>rd</sup> Floor  
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