

Disney+ Hotstar Marketing Platform

Terms of Service

These terms of service (“**Terms**”) constitute a binding legal agreement between You (*defined below*) and Novi Digital Entertainment Private Limited having its office at Star House, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel, Mumbai 400013, India (hereinafter referred to as “**Novi**” / “**we**”/ “**us**”), (which expression shall include its successors and assigns), setting forth the terms and conditions which govern the use of Disney+ Hotstar Marketing Platform available on the website ads.hotstar.com and adsmanager.hotstar.com and any other websites, applications, or services provided by Novi in connection with the Disney+ Hotstar Marketing Platform (collectively, “**Site**”). The services provided by Novi through the Site shall be collectively referred to as “**Services**”. These Terms also include our privacy policy, available at [Privacy Policy](#). Please note that the Terms include any guidelines, additional terms, policies, and disclaimers made available or issued by Novi in connection with the Services from time to time.

By accessing the Site and using the Services, You represent to Novi that You are competent to enter into a contract (i.e. You have completed the age of majority according to applicable law, of sound mind and not disqualified from entering into a contract under the applicable law and if You are using the /Services on behalf of another legal entity, You are fully authorized to enter into these Terms for and on behalf of such entity and bind such legal entity to these Terms). If You are accepting these Terms for and on behalf of a legal entity, the term “**You/Client**” shall also include such legal entity. For the purpose of clarity, any obligations, covenants or conditions, representations, or warranties of the Client under these Terms shall be construed as the obligations, covenants or conditions, representations, or warranties of the Agency, and Advertiser (as applicable) on a joint and several basis.

You represent and warrant that You have the full legal capacity and authority to agree and bind Yourself to these Terms. Where the entity providing acceptance to these Terms is an Agency, the Agency represents and confirms that it is a duly authorized person, firm or company representing the Advertiser, acting for and on behalf of the Advertiser as its agent and is fully empowered by the Advertiser to do and abstain from all acts required to be done or to be abstained from under these Terms, including but not limited to sharing Advertising Creatives of the Advertiser with Novi, discharging dues to Novi, receiving notices served by Novi.

Through these terms, Novi and the Client are collectively referred to as “parties”.

Please review these Terms carefully. If you do not agree to all of these Terms or comply with its requirements, please do not use the Services.

1. Definitions and Interpretation:

“**Ad Impressions**” or “**Ad View**” means each occurrence of an Advertising Creative being displayed to a viewer/end-user on the Platform.

“**Ad Placement Spot**” means the placement of an Advertising Creative in a particular position on the webpage/app page of the Platform on which it is viewed.

“**Advertiser(s)**” means a person, firm, company or any other organization whose products, goods, or services are the subject matter of the Advertising Creative(s) and who will be jointly and severally responsible with the Agency, if any, under these Terms.

“**Advertising Creative(s)**” means the advertising material, artwork, writeup, creatives and content proposed to be included in any advertisement uploaded by You on the Site and includes data, text, information, graphics, links to third party sites or services, web pages, signs, images, technology, files, texts, photos, audio or video, sounds, visual works, musical works, works of authorship and components.

“**Ad Credits**” shall mean the funds added by You through the payment options available in Your Business Account dashboard or such other modes as may be specified by Novi on the Site for the

purpose of payment of the Advertising Fee for the Campaign.

“**Advertising Fee**” shall mean the consideration agreed to be paid by You to Novi for the Campaign as per the terms set out in Clause 3 hereinbelow as per the Campaign Budget which shall be calculated basis the CPMs of the Advertising Creative which is served and displayed to viewers/subscribers (Ad Impressions).

“**Agency**” means a person, firm, or company whose business involves acting as an agent for Advertisers, by way of selection and purchase of advertising space or slots for Advertisers and who will be jointly and severally responsible with Advertisers, under these Terms.

“**Audience Data**” shall mean any data that You provide in relation to the target user as part of Your Campaign.

“**Brand Extension(s)**” shall mean to include products or services within Advertising Creative(s) which have the same name that of a brand, the advertisement of which is prohibited or violative under applicable laws (e.g., liquor and tobacco).

“**Campaign**” shall mean each promotional / advertisement set or campaign to be displayed on the Platform, subject to the terms contained herein.

“**Campaign Budget**” shall mean the amounts to be spent on the Campaign, as indicated by You in the Campaign Details, basis on which the estimated Ad Impression count will be generated.

“**Campaign Details**” shall mean and include details about Yourself, Advertising Creative, Ad Placement Spot (if applicable), ad format, Entitlements, Campaign Period, Campaign Budget, Audience Data, details of the brand and Advertiser for whom the Campaign is being created, Content on which the Campaign is to be published, or any other information that You submit for Novi’s approval while creating a request for a Campaign on the Site for the display of advertisement on the Platform.

“**Campaign Period**” shall mean the period commencing from the date on which the Advertising Creative(s) is published by Novi on the Platform for a Campaign and ending on the end date specified by You, or the date on which the Entitlements are fully delivered, whichever is earlier.

“**CPM**” means cost per thousand impressions of an Advertising Creative.

“**Entitlements**” shall mean the estimated number of Ad Impressions / Ad Views to be delivered as per the Campaign Details provided.

“**Game(s)**” shall means games including poker (an online card game inter alia in which a minimum of 2 and maximum of 9 players use 1 card deck where players compete for the best hand of cards, played including Texas Hold’em and Omaha Hold’em) and rummy (an online card game inter alia with 13 cards per player, also known as Indian Rummy, in which a minimum of 2 players and a maximum of 10 players are expected to make melds from the cards dealt to them) and fantasy online games, operated at all times in accordance with applicable law.

“**GST**” shall Goods and Service Tax and shall include the Central Goods and Services Tax (‘CGST’), the State Goods and Services Tax (‘SGST’) and/or the Integrated Goods and Services Tax (‘IGST’) as may be applicable and all applicable cesses, duties and levies, as amended.

“**GSTN**” means Goods and Service Tax Network.

“**GSTIN**” shall mean the Goods and Service Tax Identification Number.

“**Novi Tracking Technologies**” include cookies, ad-tags, web beacons, pixels, tracking pixels, and other tracking and storage technologies provided by Novi or third parties authorised by Novi.

“**Place of Business**” as defined under the applicable Goods and Services Tax legislation.

“**Place of Supply**” as defined under the applicable Goods and Services Tax legislation.

“**Supported Measurement Partners**” shall mean the following list of third parties: (a) Sizmek; (b) Nielsen DAR; (c) MOAT; (d) Innovid; (e) DCM.

2. Services

These Terms apply to all users of the Services. The Site allows users to sign up and book advertising Campaigns on certain content offered by Novi (“**Content**”) on the Disney+ Hotstar platform i.e. website available at www.hotstar.com and/or the Disney+ Hotstar applications (collectively referred to as the “**Platform**”) as per availability in relation to the Content and/or as communicated by Novi.

2.1. Setting up of Your Business Account

- 2.1.1. You acknowledge and agree that in order to avail the Services, You will have to create and set-up a business account (“**Business Account**”) by (i) providing an acceptable username, email address and password to set-up the Business Account and (ii) verifying Your email address to activate Your Business Account. If You represent a company and/or legal entity, You will be required to provide Your entity’s full billing information, including name, address, phone number, PAN, CIN and GST number of the entity, and such other information and documents that may be reasonably requested by Novi from time to time (collectively “**Company Information**”). If You register as an individual, You will be required to submit Your email address, mobile phone number, Your address, billing information, PAN, GST number, and other personal information and documents that may be reasonably requested by Novi from time to time (collectively “**Personal Information**”).
- 2.1.2. You may set-up Your Business Account on the Site as an Advertiser or Agency. In the event you set-up Your Business Account as an Agency, You need to provide details of each Advertiser(s) (including Advertiser’s logo) and their brands for which You intend to create Campaigns. In the event you set-up Your Business Account as an Advertiser, You need to provide details of each brand for which You intend to create Campaigns. You may be required to submit additional documents, including but not limited to a letter of authorization from the Advertiser, trademark certificate of the brand, or any other documents determined by Novi for the purpose of verification or checks by Novi. All such information of the Advertiser(s) and its brand(s) provided by You shall form part of the “**Company Information**”.
- 2.1.3. By providing such Company Information, You represent and warrant that You are authorised by the entity to provide such information on behalf of such entity. Please note Your name and state in the GST details provided by You should match with the billing details provided by You. Your Company Information and/or Personal Information may be shared with an affiliate of Novi or a third party in relation to the provision of the Services and, in respect of Personal Information, processed in such manner as specified under the Privacy Policy. By providing the aforementioned information and/or signing up with Novi, You represent that You have the authority and consent to provide such information and give us permission to contact You by phone and/or any other communication media.
- 2.1.4. You will be responsible for (a) maintaining the security and confidentiality of Your username and password; and (b) ensuring that such username and password are at all times correct and accurate.
- 2.1.5. Novi is not responsible for, and shall not at any time be construed to be responsible for, preserving or assisting in preserving the security of any username(s) or password(s) associated with a Business Account, including any information or contents contained in such Business Account. You will immediately notify Novi of any breach of security or unauthorized use of Your Business Account. Novi will not be liable for any losses caused by any unauthorized use of Your Business Account and You shall be liable for the losses of Novi or others due to any such unauthorized use.

2.1.6. In order to access and use the Services, You acknowledge and agree that You will have to provide Novi with Your Company Information / Personal Information. When providing Your Company Information or Your Personal Information, as the case may be, You must provide accurate and complete information. Novi may require You to submit additional documents and information for customer verification checks and processes. In the event You do not provide the additional documents/information sought by Novi within the prescribed timelines or verification of the information/documents provided by You fails for any reason, Your Business Account shall be blocked and any Campaigns created by You shall be cancelled. You are solely responsible for the Company Information / Personal Information and/or other information, data, images etc. that You submit through the Site. Novi takes no responsibility in the event that Novi is unable to contact or otherwise provide Services to You due to any inaccuracy or incompleteness in the information provided by You.

2.1.7. By using the Services and booking Campaigns in the manner as stated hereunder, it is deemed that the You have read, understood, accepted and agreed to irrevocably, unconditionally abide by and be bound by these Terms and the Privacy Policy. If You do not agree to be bound by or cannot comply with any of these Terms or the Privacy Policy, please do not use the Services.

2.2. Creation of Campaign

2.2.1. Upon signing up on the Site, You will be provided access to a dashboard as part of Your Business Account, using which You can create a request for running Campaigns on the Platform by submitting Campaign Details along with Advertising Creative(s). You shall be entitled to create Campaigns solely for those Advertisers and brands whose information and/or documents (as required by Novi) have been submitted in Your Business Account dashboard and verified by Novi. The verification status shall reflect in Your Business Account Dashboard.

2.2.2. Once the Campaign request is created, Novi will provide an estimate of the Entitlements for the Campaign on Your dashboard. You agree and acknowledge that the Entitlements shown on the dashboard at the time of creation of the Campaign is an estimate figure and the actual Ad Impressions / Ad Views delivered during the Campaign Period may vary.

2.2.3. You must submit Campaign Details with all details including Advertising Creative(s), at least 48 (Forty-Eight) hours prior to the date and time sought for the first display of the Advertising Creative(s) for Novi's approval. You will be required to add Ad Credits in the manner prescribed under Clause 3 corresponding to the Campaign Budget, prior to submitting Campaign Details on the Site. Advertising Fee corresponding to the Campaign Budget shall be deducted from the Ad Credits at the time of submission of the Campaign Details.

2.2.4. You will be able to track Your Campaigns and Entitlements on the Campaign dashboard.

2.2.5. All Advertising Creative(s) submitted by You are subject to Novi's approval. Novi shall undertake qualitative and quantitative checks to ensure that the Advertising Creatives match the Campaign Details provided and comply with Novi's advertising policies and guidelines, all rules and regulations issued by the Advertising Standards Council of India ("ASCI") and other applicable industry and self-regulatory bodies, and applicable laws.

2.2.6. If, in Novi's reasonable opinion, the Advertising Creative(s) do not pass such checks, or the Campaign Details do not match the Advertising Creative(s), Novi may at its sole discretion reject the Advertising Creative(s) and require You to update the Campaign Details and/or provide a revised Advertising Creative within a specified timeline. If the revised Advertising Creatives do not pass the tests set out in this Clause or You do not update the Campaign Details and/or provide the revised Advertising Creative(s) within the specified timeline, Novi shall have the right to reject the Campaign for the respective Advertising Creative without

incurring any liability, and in such instances, You will be entitled to raise a request for refund of the unutilized Advertising Fee as per Clause 3.3 below. In the event the Advertising Creative(s) pass such checks, the Campaign shall go live in accordance with the Campaign Details subject to deduction of Advertising Fee as per the Clause 3 below.

2.2.7. For the sake of clarity, any Campaign created by You shall go live after (a) submission of complete information and documents (as required by Novi) of the Advertiser and Brand for which the Campaign is created, and Novi's verification thereof; (b) Novi's approval of the Advertising Creative(s) submitted by You for the Campaign; and (c) deduction of Advertising Fee for the Campaign.

2.2.8. In some instances You may be eligible for availing Offer provided by Novi. Please see the terms and conditions for any promotions/offers offered by us in relation to the Campaign [here](#).

2.3. Cancelling or Revising the Campaign

2.3.1. You can cancel or terminate a Campaign at any time during the Campaign Period and no further Entitlements will be delivered after 48 (forty eight) hours of such pausing/termination. For the sake of clarity, the Campaign will be live as per the Campaign Details for a period of 48 (forty eight) hours from Your request for cancelling/terminating the Campaign. Novi will automatically stop the Campaign after 48 (Forty-Eight) hours of such request and the unutilized Advertising Fee will be refunded to Your Business Account as Ad Credits.

2.3.2. In the event You wish to edit the Campaign in any manner, including editing of the Campaign Period, Advertising Creative(s), Audience Data, Campaign Budget etc., You will be required to resubmit the revised Campaign Details and Advertising Creative(s) for Novi's approval and the revised Campaign shall only go live after Novi's approval. To clarify, if the Campaign Budget is increased pursuant to such revisions/modifications, proportional Advertising Fee shall be deducted at the time of resubmitting the revised Campaign Details.

2.3.3. In any case, Novi does not guarantee that the Campaign will commence or be executed as per the Campaign Details.

2.3.4. You hereby grant Novi the right to: (a) make recordings of the Advertising Creative(s) to be archived in order to comply with provisions of all applicable laws from time to time; and (b) host the advertisement on the relevant Platform as per the Campaign Details. You agree that such acts performed by Novi will not amount to an infringement of Your or any third party's rights (including intellectual property rights).

2.3.5. You also grant Novi a worldwide, non-exclusive, royalty free, irrevocable, sub-licensable and transferable right and license to use Your and/or any third-party logos, trade names and trademarks contained in the Advertisement Creative(s) in connection with the performance of Service and in Novi's advertising sales marketing materials. You represent and warrants that You have the authority to grant such rights.

2.3.6. You agree and acknowledge that the request for a Campaign booking and the submission of the Campaign Details does not bind Novi to accept Your booking or to exhibit Your Advertisement Creative(s) on the Platform. Novi reserves the sole discretion in respect of acceptance of the Campaign. Unless otherwise specified by us, Novi shall have the right to determine the placement of Advertising Creative(s). While Novi shall use commercially reasonable efforts to deliver Entitlements on the Platform as per the Campaign Details, the Client agrees that all bookings shall be subject to availability of inventory on the Platform.

2.3.7. You further agree and acknowledge that Novi shall have the sole right to geo-block certain Ad Placements and/or Advertising Creative(s) in accordance with its internal policies or otherwise in accordance with applicable laws.

2.3.8. You agree and acknowledge that, in the event any Campaign is cancelled, rejected, or retracted by Novi or You for any reason whatsoever and the Campaign Details are required to be revised and resubmitted, the Advertising Fee may be subject to change upon resubmission of the Campaign Details based on the Campaign Budget or edits made by You to the Campaign Details or Advertising Creative.

3. Payments

3.1. Ad Credits, Advertising Fee and Invoicing

- 3.1.1. After completion of Your profile registration, You may add Ad Credits in Your Business Account dashboard which shall be utilized for the purpose of payment of Advertising Fee for publishing Your Campaign. Upon successfully adding Ad Credits in Your Business Account dashboard, a receipt will be issued to You. The Advertising Fee will be deducted from the Ad Credits prior to publishing of each Campaign at the time of submission of Campaign Details on the basis of the Campaign Budget. Utilization of the Ad Credits for each Campaign(s) shall be on a FIFO (first in first out) basis.
- 3.1.2. Invoice for the Advertising Fee shall be raised on a monthly basis at the end of the month for the Entitlements actually delivered in the respective month. The invoice for Advertising Fee will be sent to Your registered email address.
- 3.1.3. All payments must be made in INR (Indian Rupees) and from Your own payment source. You are not permitted to make payments through any third party payment source. For the sake of clarity, if You are an Agency, You are only permitted to make payments through the Agency's payment source. Similarly, if You are an Advertiser, You are only permitted to make payments through the Advertiser's payment source.
- 3.1.4. You are not permitted to make payments through foreign currency bank account / foreign debit cards or credit cards
- 3.1.5. All payments for adding Ad Credits is exclusive of taxes and any payment gateway related convenience fees/charges.
- 3.1.6. The Advertising Fee for the Campaign shall be inclusive of price for Bonus Ad Impressions, if any.
- 3.1.7. A consolidated invoice will be issued for the Advertising Fee which will include value of Bonus Ad Impressions, if any.

3.2. Taxes

- 3.2.1. All fees and charges payable in relation to the Services shall be exclusive of taxes. You will be liable to pay all application taxes, payments, fees and any other liabilities arising and/or pursuant to signing up to the Services. Novi will not be liable for payment of any taxes, which You are required to pay in connection with the Services.
- 3.2.2. The Services provided to You will be subject to GST and Tax Deducted at Source (TDS) as per the provisions of Section 194C of the Income Tax Act, 1961 ('IT Act'). The total amount payable by You in respect of each Campaign will include GST and subject to TDS deduction as per the provisions of Section 194C of the IT Act @2%. You will still be required to pay TDS to the government as per the provisions of the IT Act and issue TDS certificates evidencing payment of such TDS to the government as per the timelines prescribed under the IT Act. Once You've provided Novi with a certificate evidencing the payment of TDS, as per

the prescribed timeline and in prescribed form issued by the tax authorities refund equivalent to the TDS credit will be initiated and will be paid through the same mode of payment using which the initial payments were made. The TDS certificates should be provided 15 (fifteen) days from the statutory due date of filing quarterly TDS return of the relevant quarter in which invoice is raised by Novi on You. No refunds will be provided for TDS certificates received after the above prescribed timelines under the IT Act. If Novi furnishes a Lower/Nil TDS deduction certificate, You will deduct TDS at such lower rates or Nil rate as prescribed in the certificate. In due compliance of its obligations, Novi shall remit the GST so charged (if any) from You, to the appropriate government authority and file GST returns as prescribed, within the statutory timelines, mentioning all appropriate and relevant information on the GSTN platform, which enables You to claim timely credit of GST in the appropriate GST registration.

3.2.3. In case the input tax credit to You is not allowed due to Your non-provision of the correct details to Novi or including the cases where the non-payment / non-compliance by Novi is on account technical or operational glitches on the GSTN platform, Novi shall not be responsible for such non allowance to You.

3.2.4. You hereby agree that the credit notes uploaded by us will be accepted on the portal in a timely manner by You as per the GST Laws, as applicable and proof of reversal thereof will be provided. In case of any incorrect / incomplete / non-compliance on behalf of You and because of which a demand is made on Novi by the tax authorities, You shall be immediately liable to pay the applicable taxes / amounts (including interest, penalty and associated litigation cost) if any upon notification by Novi. Any cost of litigation would be borne by You.

3.3 Refunds

Refund of Advertising Fee

3.3.1. If (a) Novi cancels any Campaign or terminates the Services for any reason whatsoever, other than breach of these Terms by You and / or (b) under the Report (*as defined below*) at the end of the Campaign, the Entitlements are not delivered in their entirety as per the Campaign Details due to any reasons not attributable to You, or (c) You cancel/pause the Campaign for any reason; then Novi shall automatically refund the unutilized Advertisement Fee(s) (“**Refunded Fee**”) back to Your Business Account Dashboard as Ad Credits within 72 (seventy two) hours.

3.3.2. In the event Novi rejects the Campaign pursuant to qualitative checks as per Clause 2.2 above, You shall be entitled to raise a ticket for refund to the extent of the unutilized Advertising Fee and Novi shall evaluate and verify such requests, and if in Novi’s sole assessment, You are eligible for a refund, Novi shall initiate process for refund of the Refunded Fee back to Your Business Account dashboard within 72 (seventy two) hours of receipt of such requests.

3.3.3. For the sake of clarity the Refunded Fee (i) shall be retained as part of the Ad Credits in Your Business Account dashboard; and (ii) may be utilized by You for a future Campaign from Your Business Account.

Refund of Ad Credits

3.3.4. Furthermore, You shall be entitled to raise a ticket for refund of unutilized Ad Credits back to Your payment source. Novi shall evaluate and verify such requests, and if in Novi’s sole assessment, You are eligible for a refund, Novi shall initiate process for refund of the Ad Credits back to your payment source by the 15th of every subsequent month from the date of raising such requests.

3.3.5. Notwithstanding anything contained herein, Novi shall on its own initiate refund of any

unutilized Ad Credits back to Your payment source within 120 (one hundred and twenty) days from the date the Ad Credits were added in Your Business Account dashboard.

3.3.6. Such refund of Ad Credit to your payment source shall be provided alongwith GST provided that such refund arises within the timeline for issuance of GST credit. In case of refund arising after the timeline, only base amount before GST shall be refunded.

3.3.7. The decision of Novi for all matters related to refunds shall be final and binding.

3.4 Tracking and Reporting

3.4.1. Novi shall generate reports through the use of Novi Tracking Technologies (“**Reports**”) that set out parameters for the successful delivery of Ad Impressions, and the Advertising Fee that are payable for the Campaigns. The parties agree that the Reports shall be final and binding, Novi shall make the Report for each Campaign available 1 (one) working day after completion of the Campaign on the Your Business Account dashboard.

3.4.2. The Services provides You the ability to add a third-party tracker URL (Uniform Resource Locator), to track the progress of Your live Campaigns. You shall ensure that the URL to be provided pursuant to this clause or any ad-tags, pixels, tracking pixels and other tracking and storage technologies provided by You for the Campaigns shall not result in the transmission to Novi and/or the Platform of any: (a) ‘back door’, ‘time bomb’, ‘Trojan Horse’, ‘worm’, ‘drop dead device’, ‘virus’, ‘spyware’ or ‘malware’; or (b) any computer code or software routine that: (i) permits unauthorised access to or use of Novi’s or its users’ systems, Platforms or any component thereof; or (ii) disables, damages, erases, disrupts or impairs the normal operation of the Platform, Novi’s or its users’ systems or any component thereof.

3.4.3. You may verify the Ad Impressions specified in the Report with a Supported Measurement Partner within 15 days of the date of the Report. You shall be responsible for ensuring that the results of such verification, if any, are issued within this 15-day period. If a discrepancy between the number of Ad Impressions specified in the Report and the report of the Supported Measurement Partner is:

(a) up to 20%, the Parties shall disregard such discrepancy;

(b) greater than 20%, You, Novi, and Measurement Partner shall jointly investigate such discrepancy. If the investigation determines that such discrepancy is due to factors beyond Novi’s reasonable control, the parties shall disregard such discrepancy. If the discrepancy is directly attributable to Novi, (A) discrepancies up to 20% (“Excluded Discrepancy”) shall be disregarded and (B) discrepancies above the Excluded Discrepancy shall be mutually resolved by the parties.

4. Code of Conduct

4.1. You represent and warrant that:

(i) You have the authority and capacity to enter and bind Yourself to these Terms; (ii) Your use of the Services will be solely for purposes that are permitted by these Terms; (iii) All information submitted by You, including Your Personal Information / Your Company Information will be accurate,

(iv) Your use of the Services will comply with all applicable local, state, national or international laws and will not violate any contractual obligations,

(v) You will comply with all applicable policies and guidelines prescribed by Novi in relation to the Services,

(vi) You will ensure that all Campaign(s) created and booked by You and the Advertisement Creative(s) submitted by You (a) are compliant with advertising standards prescribed by self-regulatory bodies such as ASCI and as prescribed by applicable laws; and (b) do not

- promote any products/services in violation of applicable laws (including but not limited to tobacco and alcohol, magical remedies, occult services, infant milk product, chit funds, fire arms, weapons and ammunitions', gambling, games of chance, legal services).
- (vii) You shall not, with respect to the Platform, Novi Tracking Technologies, ad tags, pixels, tracking pixels, code, software or other components thereof (“**Components**”): (a) misappropriate any part of the Components or infiltrate, hack, alter, modify, disassemble, decompile, reverse engineer, copy, reproduce or create derivative works from or in respect of the Components; (b) damage or tamper with any part of the Components; (c) breach any Novi or third party security measures using the Components; or (d) access the Components in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Components; (d) represent that it possess any proprietary interest in the Components, or remove any notices or copyright information from the Components; (e) attempt to sell, resell, sublicense, modify, transfer, lease, assign, pledge, or share its rights under this Agreement; (f) use any robot, spider, or other device to retrieve, index, scrape, data mine, or in any way gather information from the Components; (g) use the Components for any unlawful, harassing, intrusive or abusive activities, or for any unauthorized purposes.
- (viii) You shall not make any statement or act in any manner which, in the reasonable opinion of Novi, may bring the reputation of Novi, Novi’s licensors, any officer, director, or member thereof, any Content, or any Content’s commercial partners or sponsors, or the sport relating to the Content, into disrepute;
- (ix) You will not misuse the Services, or upload Advertisement Creative(s) that in any manner that (a) infringes any copyright, trademark, patent and/or any proprietary right, discloses a trade secret, confidential information or any other information that belongs to another person and to which You have no rights; (b) contains unsolicited advertising and messages, promotional materials, junk mail, spam etc; (c) publishes falsehoods or misrepresentations that could cause damage to Novi or any third party; (d) is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, would be considered a criminal offense, gives rise to civil liability, or is otherwise unlawful or inappropriate in any manner; (e) harms minors in any way; (f) violates any law for the time being in force; (g) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; (h) impersonates another person or amounts to unsolicited advertising and messages, promotional materials, junk mail, spam etc; (i) is fraudulent, unlawful or contains or promotes defamatory or illegal information and activities, images, materials or descriptions; (j) sends or stores material or files containing software viruses, worms, or other harmful computer code, files, scripts or programs; (k) attempts unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; (l) is an unauthorized attempt to monitor data or traffic on any network or system without express authorization of the owner of the system or network; (m) interferes with or disrupts the integrity or performance of service including data contained therein, to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; (n) restricts or inhibits any other person from using the Services; (o) 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 to any other nation; and
- (x) You will not impersonate any person or entity, or falsely state or otherwise misrepresent Yourself, Your age or Your affiliation with any person or entity.
- (xi) if any Content-related player, team, or coach is mentioned/referenced within the Advertising Creative, You have sought all necessary consents, licences, and waivers for the exhibition and transmissions of such Advertising Creative;

- (xii) any communication of an Advertising Creative to the public shall be deemed to have been undertaken by the Client at whose instance Novi exhibits such Advertising Creative; (xiii) the Advertising Creative shall not cause a risk to Novi's reputation or result in any notices or adverse directions orders being issued to Novi.
- (xiv) You have obtained, and paid for, and continue to maintain all necessary consents, licenses and permissions for the inclusion of all audio-visual material in the Advertising Creative and the hosting and/or display of the Advertising Creative on the Platform;
- (xv) The Advertising Creative does not violate the rights of any third party, including but not limited to that of the music composer, lyricist, singer and that of the music publisher. (xvi) All Advertising Creative contemplated herein are in and will continue to be in conformity with applicable laws;
- (xvii) You will be responsible to pay all the monies including but not limited to the royalties payable to concerned person(s) in relation to the hosting and/or display of the Advertising Creative, as required under the Laws and shall hold and keep Novi harmless and indemnified in respect thereof;
- (xviii) there is no present or prospective claim, proceeding, or litigation in respect of the User Content, or any parts thereof that may in any manner impair, limit, inhibit, diminish, or infringe upon Novi's right to exhibit the Advertising Creative;
- (xix) As on the date and during the term of the Services, You, Your shareholders, promoters, directors and key managerial personnel/ partners do not, and shall not, have any conflict of interest in terms of the BCCI Conflict of Interest Rules and that You are not in any manner associated with/ related to the BCCI, the Indian Premier League governing council or with any of the BCCI's full members, associate members, and/or affiliate members, or any of their officials. For the purposes of this clause, "BCCI" shall mean the Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai 400 020, India; and "BCCI Conflict of Interest Rules" means the BCCI Rules on Conflict of Interest as may be amended/revised/updated/substituted by BCCI from time to time. In the event there is any such conflict of interest during the term of Services, You shall (a) forthwith notify Novi of the same in writing and (b) procure necessary approvals (if required) under the BCCI Conflict of Interest Rules. However, Novi shall have the option to forthwith terminate this Services without notice at its discretion in the event that any such conflict of interest is notified to it to You or if such conflict of interest otherwise comes to Novi's knowledge.
- (xx) You comply with the United States Foreign Corrupt Practices Act, 1977 and any amendments thereto (and any local or foreign equivalent, including applicable laws), and the UK Bribery Act, 2010;

4.2. In the event you submit any Advertising Creative related to Games, You agree and acknowledge that:

- (i) You shall not run, own, or operate any website or application that promotes or is related to gambling or betting in any manner;
- (ii) the Games being advertised are games of skill which are offered only to individuals who have attained the age of majority in accordance with applicable laws, and in territories other than states in India where the Games are prohibited;
- (iii) the Advertising Creative(s) shall comply with ASCI's rules and regulations and shall include the following:
- (a) Disclaimers stating that "the Games involve an element of financial risk and may be addictive and "Play Responsibly and at your own risk";
- (b) In the case of audio-visual Advertising Creatives, the disclaimers specified above shall be stated at a normal speaking pace at the end of the Advertising Creative, be in the same language as the Advertising Creative, and must be displayed in both,

audio and visual formats;

- (c) In the case of a static Advertising Creative, such disclaimer must (A) occupy no less than 20% of the space in the Advertising Creative, (B) be in the same language as the Advertising Creative, (C) be in the same font as the Advertising Creative or 'sans serif' for better readability and not in italics, (D) be in the same direction as the majority of the text copy in the Advertising Creative, such that no rotation of head or medium is required to read the advisory and along the natural reading direction of the rest of the Advertising Creative, and (E) be in a colour that contrasts with the background of the Advertising Creative, such that it allows the text to be clearly legible and not be designed in a way that the text keeps fading in and out of vision (in such cases, the text should be placed on an opaque single-coloured block);
- (iv) You shall not, directly or indirectly, permit, aid, or facilitate any side bets or proposition bets;
- (v) You shall not, either directly or through, the Advertising Creative(s) (a) promote any game or activity which is illegal or prohibited by applicable laws, (b) explicitly or implicitly suggest that a player will win every time they play the Game, (c) promote or encourage excessive gaming, (d) promote, suggest, or present the playing of the Game to be a way to solve financial difficulties, achieve financial security, or act as an alternative to employment or income opportunities, (e) state that the Game is a way to gain social superiority or take priority over other aspects of life, (f) depict any individual who has not or appears to have not attained the age of majority engaged in playing the Games, (g) suggest that any individual who has not attained the age of majority can play the Games, or (f) suggest that a person engaged in the playing the Games is in any way more successful as compared to others;
- (vi) the software of the Games has not been and shall not be tampered or manipulated with in any manner whatsoever, including but not limited to tampering or manipulation which changes or violates the rules of the Game, its terms and conditions, and/or provides itself or all or any players of the Game with an unfair or undue advantage;
- (vii) if applicable, the random number generator or software of the Games for shuffling and/or dealing of cards has been certified by a reputable third-party auditor;

4.3. In the event You submit Advertising Creative(s) related to cryptocurrencies or non-fungible tokens or such other digital assets (“**Virtual Digital Assets**” or “**VDA**”), you agree and acknowledge that You shall:

- (i) comply with applicable laws including all requisite regulations and/or registration requirements including know your customer norms or any other similar mechanisms prescribed by any VDA exchange(s) where the VDA is traded at all times or as may be prescribed under any applicable laws.
- (ii) not use the words “currency”, “securities”, “custodian”, and “depositories” in the Advertising Creatives of VDA products or services;
- (iii) ensure that the information contained in the Advertising Creatives does not contradict the information or warnings that the regulated entities provide to customers in the marketing of VDA products from time to time;
- (iv) ensure that the Advertising Creatives that provide information on the cost or profitability of VDA products does contain clear, accurate, sufficient, and updated information. For example, “zero cost” will need to include all costs that the consumer might reasonably associate with the offer or transaction;
- (v) not provide information on past performance of VDAs in any partial or biased manner;

- (vi) not provide customers the right to return VDAs for periods of less than 12 months;
- (vii) ensure that the Advertising Creative for VDA products give out the name of the Advertiser and provide an easy way to contact them (phone number or email) in an accessible and clear manner;
- (viii) ensure that the Advertising Creative for VDA products or exchanges does not show a minor, or someone who appears to be a minor, directly dealing with the product, or talking about the product;
- (ix) ensure that the Advertising Creative may show that VDA products or VDA trading could be a solution to money problems, personality problems or other such drawbacks;
- (x) ensure that the Advertising Creative shall contain statements that promise or guarantee future increase in profits;
- (xi) ensure that the Advertising Creative does not downplay or mislead customers regarding the risks associated with the VDA products;
- (xii) compare the VDA products to any other regulated asset class which is regulated;
- (xiii) ensure that the Advertising Creative carries the following disclaimer as prescribed by ASCI:
“Crypto products and NFTs are unregulated and can be highly risky. There may be no regulatory recourse for any loss from such transactions.” Such a disclaimer must be made in the following manner so that it is PROMINENT and UNMISSABLE by an average customer:
 - (a) In print or static, equal to at least 1/5th of the advertising space at the bottom of the advertisement in an easy to read font, against a plain background, and to the maximum font size afforded by the space.
 - (b) In video, the disclaimer should be placed at the end of the advertisement against a plain background. A voiceover must accompany the disclaimer in text. The voiceover should be at a normal speaking pace and must not be hurried. In the case of long format video of over 2 minutes, the said disclaimer should be repeated at the beginning and at the end of the video. The disclaimer must remain on screen for a minimum of five seconds.
 - (c) In audio, the disclaimer must be spoken at the end of the advertisement. The voiceover should be at a normal speaking pace and must not be hurried. In the case of long format audio of over 90 seconds, the said disclaimer should be repeated at the beginning and at the end of the audio.
 - (d) In formats where there is a limit on characters, the following shortened disclaimer must be used “Crypto products and NFTs are unregulated and risky” followed by a link to the full disclaimer.
 - (e) The disclaimer must be made in the dominant language of the advertisement.

4.4. In the event you submit any Advertising Creative related to Brand Extensions, You agree and acknowledge that:

- (i) the advertisement of the Brand Extension provided to Novi for the purposes of advertising on its platform(s) complies with rules and regulations prescribed ASCI and the Code of Self-Regulation in Advertising, including that the said Brand Extension (as maybe applicable for a product or service):
 - (a) is distributed in reasonable quantity and is available in a substantial number of outlets where other products of the same category are available;

- (b) is registered with an appropriate government authority, besides the Advertiser's company registration;
 - (c) if present in the market for more than 2 years, meets the requirements set forth under section 2(A) of ASCI's 'Guidelines for Qualification of Brand Extension- Product or Service' dated March 18 2021, as may be amended from time to time, to qualify as a genuine Brand Extension;
 - (d) if present in the market for less than 2 years, meets at least one of the requirements set forth under section 2(B) of ASCI's 'Guidelines for Qualification of Brand Extension- Product or Service' dated March 18 2021, as may be amended from time to time, to qualify as a genuine Brand Extension;
- (ii) You shall, upon Novi's request, provide a valid certificate from a reputed independent auditing and/or accounting firm, confirming that the requirements prescribed by ASCI have been complied with in respect of the product or service advertised through the Brand Extension.
- (iii) Novi shall have the right to immediately stop airing the advertisement of the Brand Extension product or service in the event of any notice, any order or direction from any governmental authority alleging non-compliance of the foregoing. You agree that Novi shall not be required to refund any amounts that may have been paid by You in such instances.

4.5. By using the Services, You irrevocably waive the right to assert any claim with respect to any of the foregoing, and any other claim related to Your use of the Services, against Novi or any of its affiliates, successors, assigns, employees, agents, directors, officers or shareholders.

4.6. You agree not to use or launch any automated system, including without limitation, "robots", "spiders", "offline readers", etc. or "load testers" such as wget, apache bench, mswebstress, httpload, blitz, Xcode Automator, Android Monkey, etc., that accesses the Services in a manner that sends more request messages to the Novi servers in a given period of time than a human can reasonably produce in the same period by using the Services. You agree and undertake not to reverse engineer, decompile, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell the Services, content, information or software obtained from the Services. For the removal of doubt, it is clarified that reproduction, copying of the Services or any part thereof for commercial or non-commercial purposes and unwarranted modification of Services, data and information is not permitted.

4.7. You are not allowed to use request modification tools such as fiddler or whisker, or the like or any other such tools / activities that are meant to explore or harm, penetrate or test the Platform/Services/Site. You must secure Novi's permission before You measure, test, health check or otherwise monitor any network equipment, servers or assets hosted on Novi's domain. You agree not to collect or harvest any personally identifiable information, including phone number, from the Platform Services/Site.

5. User Contents

5.1. You shall be solely responsible for all contents that You upload, transmit, share or display through the Site including the Advertisement Creative(s), (collectively the "**User Contents**"). Novi does not guarantee the validity, accuracy legal status or confidentiality with respect to any User Contents. You shall be solely responsible and assume all risks for any consequences of uploading, posting, transfer or disclosure of the User Contents. You hereby confirm and warrant that the User Contents or any part thereof do not violate the representation and warranties provided in Clause 4 above. You further agree that User Contents You transmit over the Site will not contain material that is subject to other third party proprietary rights, unless You have permission from the rightful owner of the material or You are otherwise legally entitled to use or transmit the material and to grant Novi all of the license rights granted

herein.

- 5.2. You understand and agree that Novi may delete or remove (without notice) any User Contents in its sole discretion without notice in the event that any such User Content in the sole judgment of Novi violate these Terms. Novi may also terminate Your access to the Site/ Services including termination/deletion of Your Business Account, in its sole discretion without notice to You, if You infringe or violate any terms contained in these Terms.
- 5.3. You hereby grant, a worldwide, non-exclusive, royalty-free, irrevocable, sub-licensable and transferable license to Novi to use, reproduce, copy, modify, transmit, archive, reformat, optimise, translate, prepare derivative works, display, excerpt and distribute such User Contents for and/or in connection with the use of the Site and Services including without limitation for redistributing part or all of the Platform in any media formats and through any media channels.
- 5.4. You represent and warrant that You have the right to grant such license to Novi. Novi does not assert any ownership over the User Contents and subject to the rights granted to Novi in these Terms, You retain full ownership of all of User Contents.
- 5.5. Information and content provided to You through the Services may contain links to third party websites that are not owned or controlled by Novi. Novi has no control over and assumes no responsibility for, the content, policies, or practices of any third party websites. By using the Services You expressly acknowledge and agree that Novi shall not be responsible for any damages, claims or other liability arising from or related to Your use of any third party website.
- 5.6. Novi does not endorse any User Contents or any opinion, recommendation, or advice expressed therein. Novi expressly disclaims any and all liability in connection with the User Contents.
- 5.7. If You provide to us Audience Data, You represent, warrant and undertake that You shall: (a) ensure that the data is locally hashed on Your system before You upload and/or pass such data to Novi to be used as Audience Data; (b) comply with all applicable laws, statutes, directives, ordinances, treaties, contracts, regulations, guidelines, and Novi's policies relating to collection, storage, sharing and use of Audience Data; (c) not conduct interest-based advertising involving categories prohibited by applicable law or local authorities or applicable self-regulatory codes of conduct, including by creating or using custom audiences based on such sensitive information, without the necessary consents; and (d) obtain all necessary rights, consents, waivers and permissions from users related to its proposed use of Audience Data.

6. Modifications to the Services

Novi reserves the right to interrupt, restrict, modify or discontinue, at any time, the Site, Platform, Services (or any part thereof) temporarily or permanently, with or without any notice. You agree that Novi shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Platform, Services or the Site.

7. Ownership

You acknowledge and agree that the Platform, the Site and all trademarks, logos, service marks trade names, text, scripts, graphics, interactive features and other intellectual property associated in relation to the Platform and/ or Site are owned by or licensed to Novi, and shall remain, the property of Novi and its licensors, as applicable. All content related to Novi's corporate and business activities included on the Site and embedded in the Platform, including any text, graphics, logos, button icons, images, audio clips and software, is the exclusive property of Novi or its licensors and is protected by applicable legislations. The compilation (meaning the collection, arrangement and assembly) of all

content on the Site and Platform is also the exclusive property of Novi and is protected by applicable laws as stated above. All software used on the Site and the Platform is the property of Novi or its software suppliers and protected by applicable copyright laws. Any use except as specifically permitted by these Terms or by law, including the reproduction, modification, distribution, transmission, republication, display or performance, of the content on the Site and/or the Platform is strictly prohibited. Novi's trademarks may not be used in any manner or in connection with any product or service except as authorised by Novi in writing.

8. Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES/SITE/PLATFORM IS AT YOUR SOLE RISK AND DISCRETION. NOVI, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES/PLATFORM/SITE AND YOUR USE THEREOF INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT.

THE SITE AND THE SERVICES ARE PROVIDED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING IT.

NOVI MAKES NO WARRANTY OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES/INFORMATION AVAILABLE ON THE PLATFORM AND SITE, AVAILABILITY OF SPACE/SPOTS FOR ADVERTISEMENT AND ASSUMES NO LIABILITY OR RESPONSIBILITY AGAINST INTERFERENCE OF YOUR ENJOYMENT OF THE PLATFORM , SITE AND SERVICES; FOR ERRORS, MISTAKES, OR INACCURACIES OF CONTENT/ USER CONTENT; FOR LOSSES OR DAMAGES INCLUDING ANY PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR IN ANY WAY RELATED TO YOUR ACCESS OR USE OF THE PLATFORM/SITE/SERVICES, USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE PLATFORM/SITE OR FOLLOWING A FAILURE, SUSPENSION OR WITHDRAWAL OF ALL OR PART OF THE PLATFORM /SITE AT ANY TIME; FOR ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; FOR ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES/SITE/PLATFORM; FOR ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR PLATFORM/SITE OR RELATED SERVICES WHETHER OR NOT THROUGH THE ACTIONS OF ANY THIRD PARTY; FOR ANY ERRORS OR OMISSIONS IN ANY CONTENT/ USER CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT/ USER CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE/PLATFORM; FOR FAILURE OF ANY SERVICES PROVIDED BY THE PLATFORM/SITE; THAT THE SITE/ PLATFORM WILL BE FUNCTIONAL, UNINTERRUPTED, ERROR-FREE OR BUG-FREE OR MEET YOUR REQUIREMENTS; REGARDING THE SECURITY, RELIABILITY OR TIMELINES OF THE SITE/PLATFORM; THAT ANY ERRORS, BUGS OR FAILURES IN THE SITE/ PLATFORM WILL BE CORRECTED. NOVI DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE/PLATFORM OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY OTHER ADVERTISING, AND NOVI WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRDPARTY PROVIDERS OF PRODUCTS OR SERVICES. YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. ACCORDINGLY, YOU EXPRESSLY AGREE THAT USE OF THE SITE/PLATFORM/SERVICES AND RELATED SERVICES IS PURELY VOLUNTARY ON YOUR PART, AT YOUR OWN RISK AND THEREFORE AGREE TO BEAR ANY AND ALL RISK WHATSOEVER AND/OR HOWSOEVER CAUSED. ANY CONTENT OR MATERIAL DOWNLOADED THROUGH YOUR USE OF THE SERVICE/SITE IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE

SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA OCCURRING ON YOUR DEVICE OR ANY OTHER LOSS OR DAMAGES OF ANY KIND RESULTING FROM THE DOWNLOAD AND/OR USE OF THE PLATFORM/SITE. NO ADVICE, COURSE OF CONDUCT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM NOVI OR ANY PARTY OR THROUGH THE SITE/PLATFORM SHALL CREATE ANY WARRANTY UNLESS EXPRESSLY STATED IN THESE TERMS.

NOVI SHALL, IN PARTICULAR, NOT BE LIABLE FOR THE FOLLOWING: DELAY OR ERRORS IN TRANSMISSION AND/OR STORAGE OF INFORMATION TO OR THROUGH NOVI THAT MIGHT OCCUR FROM TIME TO TIME; INTRUSION, DISTORTION, LOSS OR FORGERY OF DATA, ETC. DUE TO ACT OF ANY THIRD PARTY, FAILURE OF ANY SOFTWARE AND/OR HARDWARE OR TELECOMMUNICATION SERVICE PROVIDER(S) USED BY NOVI OR ANY OTHER ACT BEYOND OUR REASONABLE CONTROL.

YOU SHALL BE LIABLE FOR ANY CONSEQUENCES WHATSOEVER RESULTING FROM ANYTHING TRANSMITTED OR CAUSED TO BE TRANSMITTED BY YOU, TO OR THROUGH THE SITE/PLATFORM.

9. Indemnification

You agree to indemnify, defend and hold harmless Novi, its subsidiaries, affiliates and agents and each of their respective officers, directors, employees, successors and assigns from and against any and all claims, suits, proceedings, losses, damages, liabilities, costs, demands or expenses (including but not limited to attorney's fees) of any kind arising out of: (i) Your access or use of the Platform, Site and/or Services; (ii) any breach by You of Your representations, warranties or obligations under these Terms; (iii) Your violation of the rights of a third party or Novi, including but not limited to any intellectual property right, trade secret, privacy right or consumer protection right; (iv) Your failure to secure all consents, rights, title, and interest necessary to display the Advertisement Creative(s) on the Platform; (v) any violation of law or contractual obligation and any claims, demands, notices pursuant to such violation; (vi) Your negligence or wilful misconduct; and (vii) failure to pay royalty to the author of any work as per Law in relation to the Advertising Creative(s). These obligations will survive termination of these Terms and Your use of the Site/Platform/Services.

10. Limitation of Liability

10.1. To the maximum extent permitted by applicable laws, under no circumstance shall Novi, its directors, representatives, employees or agents be liable to You or any third person for personal injury or property damage of any nature whatsoever, or any special, incidental, direct, indirect, punitive or consequential damages whatsoever, including, but not limited to, damages for loss of profits or revenues, goodwill, failure to transmit or receive any data, loss of confidential information, business interruption, loss of privacy, corruption or loss of data, failure to receive or backup Your data (or archived data), for any cause of action, including contract, tort (including negligence) or otherwise and any other loss whatsoever arising out of or in any way arising from or related to the use of Site/Platform/Services, or following a failure, suspension or withdrawal of all or part of the Site/Platform/Services at any time, any third party content, software or functions used in connection with the Site/Platform/Services, or the disclosure of information pursuant to these Terms, even if Novi or any or all of its agents have been advised of the possibility of such damages.

10.2. You specifically acknowledge that Novi shall not be liable for the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with You. Novi shall not incur any liability of any nature whatsoever in the event that Novi fails to transmit any Advertising Creative(s) for technical failure. Novi shall also not incur any liability to You or any third party nor shall any of them have any claim whatsoever against Novi for damages or otherwise in respect of any non-transmission of any Advertising Creative(s) or part thereof. Novi further reserves the right to restrict or to refuse any repeat display of such Advertising Creative(s).

- 10.3. In the event of such failure on part of Novi to transmit any Advertising Creative(s) or in the event Novi reserves its right to restrict or refuse to transmit any Advertising Creative(s), Your sole and exclusive remedy shall be to claim refunds in respect of the Services for which payments were made and not delivered. Such refunds will be delivered in accordance with the terms of these Terms.
- 10.4. Users are responsible for compliance with local laws from where they access or use the Services/Site/Platform.
- 10.5. Notwithstanding anything to the contrary herein contained, Novi's aggregate liability under these Terms shall not exceed the Advertising Fee received from You for the Services, over the preceding three months from the date of cause of action.

11. Force Majeure

Neither party shall have any liability to the other party under these Terms if it is totally or partially prevented from or delayed in performing its obligations under these Terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, strikes, lock-outs or other industrial disputes (whether involving the workforce of Novi or any other party), failure of a utility service or telecommunications network, act of God, war, riot, civil commotion, pandemics or epidemics including the covid-19 pandemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of machinery, fire, flood, storm or default of suppliers or sub-contractors, and such prevention, delay or non-performance shall not amount to a breach of these Terms. For the avoidance of doubt, You shall not be released from Your obligation to pay any monies to Novi, including the Advertising Fees, in any event. Notwithstanding the foregoing, to the extent that Novi has published the Entitlements or has not conveyed an inability to do so on account of such acts, events, omissions or accidents beyond its reasonable control, You shall not be released from any obligation to pay any portion of the Advertising Fee relating to such Entitlements on the due dates specified in or in accordance with these Terms and shall not be entitled to seek refund of any portion of the Advertising Fee already paid. You acknowledge and agree that You are entering into the Terms during the covid-19 pandemic and that (a) You shall not be prevented from performing its obligations under these Terms on account of the covid-19 pandemic and (b) Novi may be unable to publish the Entitlements on account of the covid-19 pandemic.

12. Amendments

Novi may amend these Terms from time to time without any prior notice to You, to update, revise, supplement and otherwise modify these Terms or impose additional conditions on Your use of the Services ("Amendments"). All Amendments shall be effective upon such Amendments being reflective on the Platform and shall not apply to any disputes that arose prior to the effective date of such Amendment. It shall be Your responsibility to review these Terms for any changes. If You do not agree with the revised Terms, please discontinue Your use of the Services and delete Your Business Account. Your continued use of the Services shall be deemed to be an acceptance to the amended Terms.

13. Termination

- 13.1. These Terms shall commence on the date You accept its terms.
- 13.2. In the event that You breach any term of these Terms or violate any applicable laws, Novi reserves its right to terminate or suspend Your use of the Services or the Site. In such termination, You agree that notwithstanding anything to the contrary hereunder, (a) You shall not be entitled to a refund of any Advertisement Fees already paid, and (b) Novi shall, at its sole discretion, have the right to set off any losses, claims, damages, or liabilities arising out of such breach against the Ad Credits added in Your Business Account.

13.3. Novi may terminate or suspend use of the Service or the Site without reason, at any time, by providing a written notice. In the event of termination of these Terms by Novi, it shall refund any unutilised Ad Credits and/or unutilized Advertisement Fee(s) already paid by You as per Clause 4 above. Novi shall have no liability to You and no further obligations under these Terms upon termination of these Terms for any reason.

13.4. You may terminate these Terms with immediate effect without reason, at any time by deleting Your Business Account. You agree and understand that it may take upto forty eight (48) hours for the Services to be terminated and until such time Your live Campaigns may remain active during such period.

13.5. You must cease all use of the Services and related services immediately upon termination.

13.6. Novi reserves the right to immediately terminate Your rights under these Terms if You fail to comply with any term(s) of these Terms including misuse of the Platform or Services or the Site.

13.7. All sections that may be reasonably interpreted to or are intended to survive termination of these Terms will survive the expiry or termination of these Terms.

14. Joint and Several liability

If You are an Agency, then in case of a failure by You to comply with these Terms (including making payments for a Campaign), You and the Advertiser (for whom You are acting) will be jointly and severally liable under these Terms to Novi (including for all such unpaid amounts including any reasonable expenses incurred by us for collection, attorney's fees and expenses and court costs). Nothing herein relating to the payment by Agency relieves Advertiser of, or diminishes Advertiser's liability for, breach of its obligations hereunder.

15. Entire Agreement

You acknowledge that these Terms will apply to Your use of the Services/Site and that You have read these Terms, understand these Terms and agree to be bound by its terms and conditions.

16. Severability and Waiver

If one or more provisions of these Terms are held to be unenforceable under applicable law(s), the remainder of these Terms shall be valid and enforceable. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Novi's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

17. Assignment

These Terms and the rights/obligations hereunder may be assigned by Novi to any third party. You shall not have the right to assign these Terms and/or the rights/obligations hereunder to any third party.

18. Governing Law

These Terms shall be governed by the laws of India. You irrevocably consent to the exclusive jurisdiction of courts in Mumbai, India for all disputes arising out of or relating to these Terms, without regard to the conflict of law principles.

19. Grievance Officer

In the event You have any queries/complaints/grievances regarding the usage of Site, please contact our grievance officer at adsmanager.support@hotstar.com. The complaints shall be redressed in the manner provided under the (Indian) Information Technology Act, 2000 and rules framed thereunder.

20. Survival

You acknowledge that Your representations, undertakings, and warranties and the clauses relating to indemnities, limitation of liability, grant of license, governing law, shall survive the efflux of time and the termination of this Agreement.

These Terms were last modified on August 4, 2023.