

TERMS OF USE

Posted on: 22 Aug 2022

Effective from: 22 Aug 2022

This mobile application (“**App**”) are owned and operated by MUKESH CHHABRA CASTING COMPANY (“**Company/we/us/our**”).

THESE TERMS OF USE (“**AGREEMENT**”) IS AN ELECTRONIC RECORD IN THE FORM OF AN ELECTRONIC CONTRACT FORMED UNDER THE INFORMATION TECHNOLOGY ACT, 2000 AND THE RULES MADE THEREUNDER AND THE AMENDED PROVISIONS PERTAINING TO ELECTRONIC DOCUMENTS / RECORDS IN VARIOUS STATUTES AS AMENDED BY THE INFORMATION TECHNOLOGY ACT, 2000. THIS AGREEMENT DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE.

THIS AGREEMENT IS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF RULE 3(1) OF THE INFORMATION TECHNOLOGY (INTERMEDIARIES GUIDELINES) RULES, 2011 THAT REQUIRE PUBLISHING THE RULES AND REGULATIONS, PRIVACY POLICY AND TERMS OF USE FOR ACCESS OR USAGE OF THE APPLICATION/DIGITAL PLATFORM.

PLEASE READ THIS AGREEMENT CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS; AND INCLUDES VARIOUS LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

This Agreement is a legally binding agreement between you together with the Company or other business entity you are representing, if any, (herein referred to as “**you/User/your**”) and the Company. We shall provide our services and/or products to you subject to and conditioned upon your acceptance of this Agreement as it is.

BY CLICKING “**IACCEPT**” OR “**IAGREE**” ON THE SIGNUP PAGE, OR BY ACCESSING AND USING OUR SERVICES AND/OR PRODUCTS IN ANY WAY, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT IN FULL, THEN YOU SHOULD NOT USE OR OTHERWISE ACCESS OUR PRODUCTS, SERVICES, APPLICATIONS; AND YOU MUST EXIT NOW.

The use of the App is only for individuals competent to contract as per applicable Indian laws (i.e. person above 18 years of age, and who is sound mind and is not disqualified from contracting by any law to which he is subject (“**Eligible Person(s)**”).

In case the services offered by the App are for and on behalf of a minor or a child artist or a person who is not an Eligible Person, the App must be accessed by only the parents/ legal guardians who have to be competent to contract and act on behalf of such minor or child artist or person who is not an Eligible Person. Such parents/legal guardians will be responsible for adhering to this User Agreement and for the actions of the minor, child artist or a person who is not an Eligible Person, on whose behalf he/she accesses the App without any liability whatsoever on the Company.

This Agreement governs the access and use of all products and services offered by us. We may, in our sole and absolute discretion and without any specific notice to you, update and change any part or all of this Agreement, including but not limited to the fees and charges associated with the use of or access to our services and/or products. If we update or change this Agreement, then the updated version will be posted at <https://www.mccc.in/> or on the relevant products'/services' page. When we change/modify this Agreement, we will specify the 'Last Modified' date and the updated agreement will become effective and binding from such date. You are required to review this Agreement periodically/from time to time. Unless explicitly stated otherwise, any new features or products that change, augment or enhance our current services and/or products shall be subject to the terms of this Agreement. Your access to and use of our services and products is further subject to our Privacy Policy which is available on <https://www.mccc.in/> and is incorporated herein by reference. Certain features of our products and services may be subject to additional guidelines, terms or rules, which will be posted on our respective products and services and shall be deemed to be incorporated herein by reference.

As part of our products and/or services, you may from time to time receive updates/upgrades to our products and/or services which may be automatically downloaded and installed to the your device/systems or reflected on our App. These updates may include bug fixes, feature enhancements or improvements, or entirely new versions of our products and/or services. You agree that we may automatically deliver such updates to you as part of our products and/or services and you shall receive and install them as required for continuous services/use.

You may terminate this Agreement at any time by electronic means provided via the App. It is clarified that non usage of the App for any period of time will not amount to termination of this Agreement unless expressly terminated, as provided on the App. All the rights acquired by the Company prior to the termination of this Agreement shall continue to remain with the Company even after the termination of this Agreement or deletion of the profile or account of the user from the App. The Company shall in its sole discretion have the right at any time and without prior notice to restrict, suspend, terminate, delete content or details of any user for any or all Services or this Agreement. Any such cases may be notified to the user as per the Company's discretion.

1. SERVICES PROVIDED THROUGH THE APP

- 1.1** The App is designed to be utilised as a social networking platform enabling persons in the media industry to meet and work together, to exhibit and promote identified skills, talents, creative arts and crafts of individuals registered with the App and to also connect individuals interested in encouraging, engaging the services and/or harnessing the skills, talents, creative pursuits of such individuals and/or to provide further opportunities to enhance such skills, talent and creative pursuits.
- 1.2** The individuals registered with the App desirous of promoting, exhibiting their skills are hereinafter referred to as "**Artist(s)**".
- 1.3** The identified skills, talents and crafts of Artists shall be any of the activities such as acting, singing, dancing, script writing, comic, modelling, film and stage crew, music, etc.; and each Artist's identified skill, talent and craft shall be specifically provided in the profile of such an Artist appearing on the App. The Company may at its sole discretion modify the aforesaid categories of services, skills, talents, creative arts or introduce new categories and forms of or discontinue any services, skills, talents, creative arts without any advance notice to you.
- 1.4** Any individual/ entity interested in engaging the services of the Artists or providing any job/ assignment/ projects to the Artists including but not limited to casting directors, production houses, directors, talent hunters and talent placement agencies etc. are hereinafter referred to as "**Recruiter(s)**". It being clarified that Recruiters shall only be entitled to posts setting out the roles/ talent sought.

2. REGISTRATION AND USE

- 2.1** The User agrees that he/ she shall only register once and use a single User account at all times. In case the Company decides to delete the User profile or debar the User from use of the App for any reason whatsoever, the User shall not directly or indirectly enrol with the App again.
- 2.2** In case of Artists using the App or registering as a group/ band/ troupe, the entire group/ band/ troupe shall register only once and shall use only a single User account at all times. All the members or Artists of the group/ band/ troupe shall be bound by and be responsible for adhering to this User Agreement and Privacy Policy. Further, it is clarified that an individual member of a group/ band/ troupe registered on the App may also separately register in their individual name on the App. In case the Company decides to delete the User profile or debar the group/ band/ troupe from use of the App for any reason whatsoever, none of the members of such a group/ band/ troupe which is debarred or whose account is deleted shall directly or indirectly enrol or register with the App again without the consent of the Company in writing.
- 2.3** While registering on the App or using the services, you agree to provide true and correct information, which does not give the wrong impression or which impersonates any other person in any manner whatsoever and also undertake to revise and update the information in a timely manner. We request you to keep your sensitive personal information including the password of your User account or any financial information including but not limited to Payment Options strictly confidential.
- 2.4** The User shall not operate the App in any manner which will be prejudicial to or detrimental to the interests of the Company, any other User of the App or any other person or generally the public at large by engaging in illegal, inappropriate, unauthorised activities of any manner whatsoever including activities, tactics which may be insulting, offensive, defamatory, slanderous, libellous, vilifying, cause a threat to life or property or intruding the privacy of any other person. Any such prejudicial, detrimental or unauthorised use of the App shall immediately terminate the right of such User to use the App.
- 2.5** In case you register on behalf of a minor or a child artist or a person who is not an Eligible Person, your discretion is solicited while giving access of the App and the User Provided Content posted therein to such minor or child artist or person who is not an Eligible Person and must ensure that the minor or child artist or person other than an Eligible Person complies with this User Agreement. You shall be deemed to be in breach of this User Agreement in case of any breach of this User Agreement by the minor or child artist or person other than an Eligible Person you register yourself on behalf on and the Company shall not be held responsible for any such breach in any manner whatsoever. Only the parent or legal guardian registering on the App on behalf of a minor or child artist or person who is not an Eligible Person shall interact with the Company or on the App on behalf of such persons.
- 2.6** Notwithstanding anything that is stated in the User Agreement or the Privacy Policy the Company may at its sole discretion and without assigning any reason whatsoever, de-register or debar or deny registration or access to any person from using the App or any part thereof.

3. USER PROVIDED CONTENT, USE OF THE AAP AND RESTRICTIONS

- 3.1** You are permitted to upload audio/ video files, photos or other similar form of media content to promote your talent ("**User Provided Content**"). You hereby expressly agree and understand intellectual property rights in the User Provided Content shall solely belong to the Company, except in case of any scripts provided by any script writer. The Company shall, at its sole discretion be entitled to display/ not display it on the App. If the Company decides to display the User Provided Content on the App it will be in public domain. The Company will not require any further consent or sign from you for use of the User Provided Content.
- 3.2** The User expressly confirms that the User is entitled to upload the User Provided Content and that the User Provided Content does not infringe third party rights in any manner whatsoever.

The User hereby expressly indemnifies the Company in case any violation of a third party right in any manner whatsoever.

- 3.3** Based on the categories of services availed by the Users, the Company shall only endure to connect, endorse, promote, provide networking, auditioning, job opportunities, talent discovery and hunting services to the Users.
- 3.4** You expressly agree that in consideration for the efforts and use of resources of the Company in promoting, exhibiting, displaying, providing a platform to showcase the skills of the Artists through the App, you grant to the Company a worldwide, royalty-free, exclusive and perpetual right of the User Provided Content. The Company shall be entitled to assign, license, use, change, distribute, duplicate or deal with any User Provided Content, in whole or in part, or to incorporate it in other works in any manner whatsoever, for such purpose as the Company deem fit. By virtue of the assignment of the User Provided Content, you agree that the Company may publish or otherwise disclose your name in connection with your User Provided Content. Your assignment hereunder shall survive even if you delete your account on the App or remove the User Provided Content from the App or otherwise stop accessing the App. The Company is not required to or bound to delete the User Provided Content for any reason whatsoever.
- 3.5** You acknowledge that once the User Provided Content is uploaded or posted on the App it will be in public domain. The User must at all times refrain from disclosing or posting any personal information such as your contact details, financial information, credit or debit card details, email addresses in your User Provided Content. The Company shall not be responsible for any misuse of such personal information.
- 3.6** You agree and undertake that User Provided Content that you post on the App either on behalf of yourself or on behalf of a group/ band/ troupe or minor or child artist or anyone who is not an Eligible Person, shall not violate or be detrimental to the rights and interests of any other persons and shall not be unauthorised or illegal actions in any manner whatsoever.
- 3.7** You, as an Artist/ Recruiter shall not host, display, upload, modify, publish, transmit, update or share any information/ content on the App or in case you are a Recruiter shall not offer any job or opportunity through the App which would call for or require the Artist or any other person to upload or share any information/ content that:
 - a) Belongs to another person and to which the User does not have any right to;
 - b) Is grossly harmful, harassing, blasphemous defamatory, hurts religious sentiment, obscene, pornographic, paedophilic, libellous, 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;
 - c) Harm minors in any way;
 - d) Infringes any patent, trademark, copyright or other proprietary rights of any person;
 - e) Violates any law for the time being in force;
 - f) Deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
 - g) Impersonate another person;
 - h) Contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
 - i) 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.
- 3.8** You agree to provide the Company with any information or documents as may be requested by the Company or any other authority without any protest for the purpose of enabling the Company and/or authority to verify the accuracy of the information provided by you and conformity of your use of the App with this User Agreement.
- 3.9** The Company does not guarantee the authenticity, utility or credibility of any User Provided Content or personal information on the App, and shall not be responsible for any actions that

the Users may take as a result of using the App or having to access to User Provided Content on the App.

- 3.10** You acknowledge and agree that the Company shall not be responsible for any inherent risks of using the services on the worldwide web or internet generally including phishing, hacking, corruption of data, piracy and the like. You agree that by using the App, you assume all associated risks of using the App on the internet.
- 3.11** You acknowledge and agree that the Company may retain and disclose your information and User Provided Content that you provide if the Company is required to do so by law or if it believes in good faith that such access, preservation or disclosure is reasonably necessary for any reason that the Company deems fit.
- 3.12** Be aware that the Company does not undertake to pre-screen User Provided Content. However, the Company may periodically examine the information transmitted or received through the App and deal with or modify such information transmitted or received through the App as may be deemed necessary by the Company in accordance with reasonable security practices from time to time. The User shall be bound by any such actions or decisions of the Company.
- 3.13** The User shall be solely responsible for all User Provided Content that is made available by them via the App and shall be liable for any injury, damage and consequences that may arise due to posting such User Provided Content. The Users are hereby advised to make all inquiries that they may deem necessary prior to availing any services or uploading any User Provided Content on the App. The Company will not be liable to the User or any other person in any way for any costs or consequences due to the User Provided Content that is made available via the App.
- 3.14** You as the Artist or a Recruiter are expressly prohibited from soliciting or engaging in prostitution or any other illegal or immoral acts through the use of the App in any manner whatsoever.
- 3.15** You will not use any part of the App for any commercial activity whatsoever, or engage in any business, trade or vocation whether competing in nature in relation to the business of the Company or not without the prior written consent of the Company, including, for example, inserting your own or a third party's advertising, branding or promotional content, promoting a political party/ agenda, promoting a religion/ religious group, promoting a website or application competing with the App into the App's contents, materials or services or in the User Provided Content, in any manner whatsoever.
- 3.16** The facility to share the User Provided Content on social networks may be provided through the App, including but not limited to Facebook, Twitter, Instagram, Pinterest etc. from time to time. In the event that you opt to share the User Provided Content on any other social networks, you agree to comply with the terms of use and other policy requirements of such other websites and social networking platforms.
- 3.17** The manner of arrangement, working, operation of the App its graphics, displays, interactive platforms, windows as available on the App are the property and proprietary information of the Company and their operation, display shall be at the sole discretion of the Company.
- 3.18** You shall not hack or render useless or try to illegitimately gain admission into or corrupt any part of the App or any other records, computer, device, network, storage, system of the Company or any other of any other person (natural or artificial) through any means whatsoever.
- 3.19** The Company shall in its sole discretion be entitled to restrict/ limit the number of messages that Recruiters can send to the User in order to ensure that the App is not misused for bulk/ spam messages in any manner whatsoever.

4. DISCLAIMERS AND LIMITATION OF LIABILITY

- 4.1** You acknowledge that the services provided on the App or the User Provided Content may or may not meet your expectations. The Company does not assure or guarantee the Artists or the Recruiters that they would necessarily secure an opportunity, audition and/or placement or that the Recruiters will necessarily connect with Artists as per its requirements.

- 4.2** The Company shall not be held liable for any and costs, claims, damages or injuries suffered by the User owing to use the App, in any manner whatsoever.
- 4.3** The Company shall endeavour to provide accurate and hassle free information to the Users of the App in an uninterrupted and secured manner, but the accuracy, reliability and security of the services, any descriptions, qualifications, abilities, performance or other attributes provided by any Artist and the User Provided Content cannot be guaranteed and the you acknowledge that User Provided Content and other data/information on the App could have errors or may not be up to date, for which the Company cannot be held accountable or liable at any time.
- 4.4** The User agrees and understands that the Company shall not be held responsible, liable for the disruption of services or non-performance of this User Agreement or the costs and consequences arising from disruption of services or the non-performance of this User Agreement, owing to a force majeure event such as national emergency, war, riots, insurrections, acts of terrorism/ public enemies, civil disturbances, prohibitive governmental regulations or the orders of any judicial / legislative authority, strikes, lockouts or other industrial disturbances, fire, floods, lightning, violent winds, cyclones, severe rains, earthquake or other acts of God, hardware or software crashing or failures, or any other cause beyond the reasonable control of the Company that renders performance of this User Agreement impossible.
- 4.5** The Company shall not be responsible for any loss of data or deletion of any User Provided Content or data that may have been provided by the User resulting from such interruption of service.
- 4.6** The Company shall not be responsible or liable for any loss or deficiency of any services availed through the App. The Users shall use the App at their own risk.
- 4.7** You acknowledge that the Company may as part of the features or services offered through the App, display advertisements, promotions, offers, enrolments, provide links to third party websites, **a third party application and/or provide third party content from a third party content provider** with whom the Company may have a business or contractual relationship for which the Company may or may not receive monetary gain when the User engages with third parties through such advertisements, promotions, offers, enrolments. However, any such engagement with such third parties is at your sole risk as to costs and consequences. The Company has not examined or evaluated the content, accuracy, completeness, legality, decency, quality or any other aspect of such third party websites. The Company shall also not be responsible or liable in any manner for any losses suffered or costs incurred by the User arising out of or in relation to any such engagement with third parties or third party websites or any transaction that you may enter into pursuant to use of the App. **You agree and acknowledge that the Company is neither responsible for, nor liable for, any such third party sites, third party applications or third party content. You accept all risk in clicking any such links provided through the App. You further agree that such third party contents are governed by independent terms and conditions of each such third party content provider. You also agree and undertake to read, understand and accept such third party terms and conditions before viewing their contents through the App.**
- 4.8** **The Company makes no representations, warranties, guarantees or any endorsements as to the quality, suitability, functionality or legality of any products, services or other offerings that may be advertised or made available by a third party through the service or which may be linked to the service. Accordingly, the Company will not be a party to or in any way be responsible for any transaction that may occur between You and such third parties and You should always use prudent judgment in your association with such third parties.**

5. INTELLECTUAL PROPERTY AND PROPRIETARY INFORMATION

- 5.1** The Company is legally entitled to use of trademarks, word marks, logos such as MUKESH CHHABRA CASTING COMPANY/ MCCC etc.. The Company is the owner of the App, including but not limited to the, source code, object code, scripts, logos, design, graphics, button icons,

arrangement and software. All content posted on the App is either owned by the Company or irrevocably assigned to the Company. The User is not entitled to use the name, trademarks, proprietary information, logos or the intellectual property of the Company in any manner whatsoever.

- 5.2** Nothing contained on the App should be construed as granting any licence or right to any User, to use any intellectual property belonging either to the Company and/or third party service provider associated with App, in any manner whatsoever. Subject to what is stated in the paragraph above, any other material displayed on the App that is capable of being protected as intellectual property shall be the property of the Company and nothing contained therein should be construed as granting any licence or right to the User to use any such material without the prior written permission of the Company.
- 5.3** You shall not, in any manner whatsoever:
- (a) Design, develop or engineer a website or application deceptively similar to the App.
 - (b) Download, duplicate, copy, alter, modify any content or intellectual property on the App.
 - (c) Publicise or use for commercial gain any content or intellectual property on the App.
 - (d) Any content or intellectual property on the App.

6. COMMERCIAL TERMS

- 6.1** The Company may, at its sole discretion, approach and offer any User to engage and avail the services Company to professionally manage their talent, skill or career on any digital, non-digital or any other platform and on such terms and conditions as may mutually agreed between the Company and the User.
- 6.2** The Company may offer such promotional codes (“Coupons”) to the Users or to the potential users or subscribers of the App as it deems fit from time to time for promotion for offering any specific benefits, offers, discounts, services. The Company reserves the right to offer or discontinue such Coupons subject to any additional terms and conditions as the Company may require with respect to each Coupon offered or discontinued at any time without any prior intimation of any sort for any or no reason without any liability on the Company whatsoever. Unless otherwise specified in the terms of conditions of the respective Coupon(s), the Coupons shall be (i) Non-transferable, non-assignable, (ii) Used only for the purpose specified. The Coupons shall not be sold, disposed, copied, circulated, exchanged for cash or redeemed for any purpose other than the specified/ intended purpose. The Coupons may be valid for a specified time and restrictions on the number and manner of use. The Company may deny/ withdraw/ cancel or suspend any benefits/ features or services offered through the use of any Coupons at its sole discretion with any prior notice to any person.
- 6.3** The Company provides certain paid services on the App.
- 6.4** You will be required to make payments to the Company pursuant to the debit card/ credit card/ wallets/ gateways/ net-banking or similar means (“Payment Options”) available on the App. All the payment obligations shall not be cancellable and all payments made by the User shall not be refundable for any reason whatsoever.
- 6.5** The Company shall be entitled to change its pricing policies from time to time, without any prior notice to you.
- 6.6** The User hereby expressly states that he/ she is validly entitled to make payment to the Company via the Payment Options.
- 6.7** You agree and undertake to comply with the exchange control laws, foreign exchange control and any similar laws and regulations applicable to you while dealing with and making payments for availing the services of the Company.
- 6.8** Please be aware that all Payment Options are provided and maintained by third party service providers and the Company is neither privy to/ nor stores any information provided by the User at the time of making payment. Hence the Company is not liable or responsible for misuse of

any information provided by the User at the time of making payment for the use of the services on the App.

6.9 The representatives of the Company will not ask for your credit/ debit card details such as the CVV number or bank account details, hence you should not share any such information.

6.10 Contests

- a) The Company may organise, conduct, roll out, collaborate for various contests, competitions, matches, events on the App at its sole discretion and on such terms and conditions as it may deem fit (“Contests”) for the participation, access of Users and/or any other third parties (“Participants”).
- b) The Company shall be entitled to revise, modify the terms and conditions in relation to such Contests at any time without giving any notice or intimation to any person and/or the Participants.
- c) All Participants hereby expressly agree to abide by and follow the terms and conditions of every Contest and/or applicable laws as may be applicable from time to time.
- d) All Participants hereby expressly agree and understand intellectual property rights in any User Provided Content, contents, works uploaded/posted in relation to the Contests or otherwise on the App shall be original in nature, fresh/ novel works and shall not infringe on any rights (including intellectual property rights) of any persons/ parties whatsoever. The Participants indemnify the Company in full in respect of the claims/ damages/ losses suffered by the Company.
- e) All Participants hereby expressly agree and understand intellectual property rights in any User Provided Content, contents, works uploaded/posted in relation to the Contests or otherwise on the App shall solely belong to the Company.
- f) All content, works posted/ uploaded on the App in respect of the Contests is either owned by the Company or irrevocably assigned to the Company in perpetuity.
- g) The Company shall be entitled to use, utilise, edit, exploit, replicate, disclose, broadcast, share or in any manner deal with or dispose of any and all content, works posted/ uploaded on the App in respect of the Contests in perpetuity and the Participants shall not claim any rights, title, interest and/or entitlements in respect of the same.
- h) Nothing contained on the App in relation to the Contest should be construed as granting any licence or right to any User/ Participant, to use any intellectual property belonging either to the Company and/or third party service provider associated with App, in any manner whatsoever and the Participants shall not be entitled to use, utilise, edit, exploit, replicate, disclose, broadcast, share or in any manner deal with or dispose of any and all content, works posted/ uploaded on the App in respect of the Contests in perpetuity.
- i) The Terms of Use of the App shall be applicable to all Participants, persons having access to the App in respect of the Contests mutatis mutandis.
- j) In no case shall the Company be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from the Participants use of any of the App, or for any other claim related in any way to the Participants’ use of the App or Services, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of any Content or any content (or product) posted, transmitted, or otherwise made available via the App.”

7. INDEMNITY

7.1 You shall indemnify and hold safe harmless indemnified the Company, shareholders of the Company, the employees, directors, affiliates, representative, sub-contractors, agents and

associates of the Company from any and all claims and losses imposed on, incurred by or asserted as a result of or related to: (i) Your access and use of the App, (ii) Your uploading User Content on the App (iii) Your breach of this User Agreement/ Privacy Policy; (iv) Your misrepresentation, negligence, misconduct, non-compliance or violation of any applicable laws, violation of a third party right; (v) Any wrong or incorrect information provided by you to us, in any manner whatsoever.

7.2 This indemnity shall survive the termination of this User Agreement. To the fullest extent permitted by law, the foregoing indemnity will apply regardless of any fault, negligence, or breach of warranty or contract of or by us and/or our suppliers, licensors, affiliates, partners, subsidiaries, employees, representatives, agents and/or members.

8. EQUIPMENT AND OPERATION

8.1 You shall provide and maintain all telephone/ internet and other equipment necessary to access the App and the costs of any such equipment and/or telephone/internet connections or use, including any applicable taxes, shall be borne solely by you. You are responsible for operating your own equipment used to access the App.

9. COMMUNICATION

9.1 The Company may communicate with the User by multiple mediums including but not limited to notices/push notifications on the App or notifications via e-mail, SMS, telephone calls or any other means of communication that the Company may deem fit. The User agrees to receive communications from the Company directly or indirectly or via any third party associated with the Company.

10. DISPUTE RESOLUTION

10.1 Any dispute between you and the Company arising out or in relation to this User Agreement and/or the Privacy Policy, shall be referred to arbitration to be conducted by a sole arbitrator appointed by the Company. The seat of arbitration proceedings shall be Mumbai, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The language of arbitration shall be English.

11. GOVERNING LAW AND JURISDICTION

11.1 This Agreement and the Privacy Policy shall be governed by the laws of India.

11.2 Subject to clause 10 above, the courts in Mumbai shall have exclusive jurisdiction in relation to this User Agreement and/or the Privacy Policy.

12. WAIVER

12.1 No delay, forbearance or indulgence in exercising or omission to exercise any right, power or remedy accruing to the Company upon any default by the Users shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence to such default.

13. HEADINGS

13.1 The headings in the User Agreement and the Privacy Policy are provided only for the sake of convenience and shall not be and shall be ignored for the purpose of interpretation/ explanation of the provisions of this User Agreement and the Privacy Policy.

14. SEVERABILITY

14.1 If and solely to the extent that any court or tribunal of a competent jurisdiction holds any provision of this User Agreement to be unenforceable in a final non-appealable order or any provision become unenforceable by operation of applicable laws, such unenforceable provision

shall be stricken and the remainder of this User Agreement shall not be affected thereby. All provisions of this User Agreement shall be severable and no such provisions shall be affected by the invalidity of any other provision to the extent that such invalidity does not also render such other provisions invalid. In the event of the invalidity of any provision of this Agreement, it shall be interpreted and enforced as if all the provisions thereby rendered invalid were not contained herein.

15. ENTIRE AGREEMENT

This User Agreement along with the Privacy Policy constitutes the entire agreement between you and the Company, and no other agreement, written or oral, exists between you and Company with respect to the App.

16. AMENDMENT

16.1 We may at any time we think it is fit, change the terms and conditions of this User Agreement and/or the Privacy Policy without sending out an advance notice to you. Your continued use of the App after such change in this User Agreement and/or the Privacy Policy will mean and imply that you accept the new and/or modified terms and conditions of the User Agreement and/or the Privacy Policy. Kindly re-visit the 'Terms of Use' link at our site from time to time to keep yourself familiarised with any such changes that may be made to this User Agreement or Privacy Policy to enable you to adhere to the same.

17. ASSIGNMENT

17.1 Any rights, benefits or obligations arising out of this User Agreement shall not be assigned by you to any other person. Any such assignment shall be null and void. However, the Company may assign this User Agreement, in whole or in part, to any third-party or any User Provided Content uploaded on the App at any point in time to any person at its sole discretion.

Standard Terms for the Purchase of Online Workshops

This mobile application ("**App**") is owned and operated by MUKESH CHHABRA CASTING COMPANY ("**Company**"). These Standard Terms of Purchase of Online Workshops ("**Terms**") together with the "**Terms of Use**", "**Privacy Policy**" and the other terms & policies posted on the App from time to time (collectively referred to as "**Policies**" and all applicable laws and regulations constitute the entire agreement upon which You are allowed to access and use the App and our services.

These Terms are posted on the App and are between the Company and the individual purchasing this services (hereinafter referred to as "**You**") and describes the terms and conditions on which Company allows You access to the App and allows you to book an online acting workshop which will help develop the skills you need to compete in the business of acting. ("**Services**")

Please read these Terms carefully before purchasing an online workshop. By using the App and agreeing to purchase online workshops via our App, You agree to the terms of this agreement and also give your express consent to register yourself as talent in Company's website. If you do not agree to these terms and conditions you must cease to continue to purchase any Services from us.

1. ELIGIBILITY

The use of the App is only for individuals competent to contract as per the Indian Contract Act, 1872. In case the Services offered by the App are for and on behalf of a minor or a child artist or a person who is not an eligible Person (i.e. person above the age of 18 years), the App must be accessed by only the parents/ legal guardians who have to be competent to contract and act on behalf of such minor or child artist or person who is not an eligible Person. Such parents/legal guardians will be responsible for adhering to this User Agreement and for the actions of the minor, child artist or a person who is not an eligible Person, on whose behalf he/she accesses the App without any liability whatsoever on the Company.

Those who choose to access this App from outside India are responsible for compliance with local laws if and to the extent local laws are applicable to them in relation to accessing, using and/or transacting on this App.

2. THE SERVICES

- a. A description of the Services together with the dates on which the Services will begin are available on our App. We will provide the Services with reasonable care and skill in accordance with the description set out on the App.
- b. We reserve the right to vary or withdraw any of the Services described on the App without prior notice.
- c. We expect you to confirm that the Services you are purchasing will meet your needs. We do not make any guarantee to you that you will obtain a particular result, professional qualification or employment opportunity from Your purchase and/or completion of any of the Services.

- d. It being clarified that the Services referred to herein pertain to attending an online acting workshop and that we shall not be required to share a recording of the workshop with You, in any circumstances whatsoever.

3. ORDERING SERVICES

- a. In order to purchase any of the Services on-line you must specify basic details of yours like first name, last name, email Id, contact number and other basic details etc. as required by the Company via the App.
- b. When you place an order for a Service via the App or any other booking page available, you are offering to purchase the Services on these terms and conditions. Company reserves the right to cancel or decline your order or any part of your order at any time until it has been confirmed in accordance with clause below.
- c. Following receipt by us of your order and payment of relevant fees paid by You to the Company for Services ("**Fees**") we will notify You the workshop login details to the email address mentioned at the time of booking, 1 day prior to the workshop.

4. CANCELLATION AND VARIATION

- a. Once the Services are booked, You are requested to show up on time using the link given. If you have any type of issue contact us immediately at info@mccc.in and we will help coordinate. To attend the online workshops/ classes, You are required to have a device with a proper high-speed internet connection. Failure on your part to secure such a device and connection prior to the workshop/class shall not entitle you to reschedule the workshop/class, in case of any technical issues faced by either party.
- b. Subject to Clause 3 above, where we have accepted / confirmed the Services being purchased by You in accordance with Clause 3 (c) above, then you are not permitted to cancel your purchase of the Services. In the event, you cancel the purchase of our Services, or do not attend the workshop on the scheduled dates, the amount paid by you shall stand forfeited.
- c. Company shall have complete discretion of variation of workshop dates or such other variations as company may deem.

5. FEES

- a. The Fees for the Services shall be as set out on the App or as conveyed to you via e-mail at the time you place an order for them.
- b. Unless otherwise specified at the time you purchase the Services the Fees are inclusive of any applicable taxes.
- c. Fees for the Service selected by you on the App shall be paid by you online through payment mode available at the time of purchase. We do not accept any financial information on our servers, for enhanced security. All information entered by You is directly received through our payment gateway and are transmitted to their respective bank's servers. All this is done through industry standard encryption protocol known as SSL (Secure Socket Layer).

6. INTELLECTUAL PROPERTY

- a. All Intellectual Property Rights including but not limited to copyright, rights in or relating to databases, patent rights, performers' rights, all text, images, photographs, illustrations, icons, video clips, audio clips, written and other materials, designs and registered designs, software, trademarks, rights in or relating to confidential information and other intellectual property rights (registered or unregistered) throughout the world for the Services rendered by the Company in the form of online workshops, online classes and the training provided by the experts at the online workshops ("**Content**") through this App are, and shall remain, the exclusive property of Company at all times.

- b. You may access the Content solely for Your non-commercial, personal use, provided that You do not modify, delete or change any copyright, trademark, or other proprietary notices on or relating to the Content.
- c. You may not sell, reproduce, distribute, modify, copy, transmit, display, reuse, reproduce, publish, license, create derivative works from or based on, transfer, sell, publicly perform, report or otherwise use Content. Publishing or reproducing includes any uploading, downloading or accessing information on this App onto the internet or any other local or international computer system.
- d. You are prohibited from using the App/Services to advertise or perform any commercial solicitation.
- e. If You violate any of these terms, Your permission to use this App and the Content will automatically terminate and You must immediately destroy any and all copies You have made of the Content.

7. YOUR CONDUCT

7.1 While using the App and/or its Services, you agree not to engage in any conduct that:

- a. is unlawful, illegal or unauthorized;
- b. is defamatory to any person;
- c. is obscene, vulgar, sexually explicit or offensive;
- d. is likely to harass, upset, embarrass, alarm or annoy any person;
- e. is likely to disrupt our Service in any way; or
- f. is controversial; or
- g. promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- h. infringes any copyright, trademark, trade secret or other proprietary right of any other person; or
- i. advocates, promotes or assists any violence or any unlawful act.

7.2 You are also not authorised to:

- a. record on video or audio tape, relay by videophone or other means, the online workshops; and
- b. modify, adapt, merge, translate, disassemble, decompile (save to the extent permitted by law) any software forming part of the online courses.

7.3 Breach by you of this Clause 7 shall give us the right to terminate your use of the App or any Services for violating any of the aforesaid Terms. Any ongoing online course/workshop shall be immediately terminated in such an eventuality.

8. ASSIGNMENT

Any rights, benefits or obligations arising out of this user agreement shall not be assigned by you to any other person. Any such assignment shall be null and void. However, the Company may assign this user agreement, in whole or in part, to any third-party at its sole discretion.

9. DATA PROTECTION

9.1 The nature of the Services provided by us means that we will obtain, use and disclose (together "Use") certain information about you ("Data"). This Clause sets out the principles governing our Use of Data. By purchasing the Services, You agree, acknowledge, and grant your consent for the collection, use, storage, and transfer of your Data.

9.2 When you register with us you will need to provide certain Data such as your contact details and demographic information. We will store this Data and use it to contact You, provide You with details of the Services You have purchased and otherwise as required during the normal provision of the course of these Services.

9.3 We may also use the above Data, and similar Data You provide us in response to surveys, to aggregate user profiles. We will not pass any personal data onto anyone outside of the Company, save and except as provided in our Policies.

9.4 To enable us to monitor and improve our Services, we gather certain aggregated information about You, including details of your operating system, browser version, domain name and IP address, the URL you came from and go to and the parts of the App you visit.

9.5 We use information such as your user ID, session identifiers and password to enable us to identify whether you are using our Services, to assist with the provision of Services and to ensure that you have access to relevant products. We will only read cookies from your cookie file placed there through your web browser's interaction with the App.

9.6 Our products may link to third party websites and we are not responsible for their data policies or procedures or their content.

9.7 We ensure you that we maintain complete confidentiality of the details that You have shared with us. We do not sell trade your personally identifiable information; however, we may share the same with 3rd (third) parties who assist us in conducting our business, operating our App or servicing you, so long as those parties agree to keep this information confidential.

9.8 The Company endeavours to take all reasonable steps to protect your personal Data including the use of encryption technology but cannot guarantee the security of any Data You disclose. You accept and acknowledge the inherent security implications of being and transacting on-line over the internet and will not hold us responsible for any breach of security.

10. DISCLAIMER AND WARRANTIES

10.1 We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free.

10.2 We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

10.3 You expressly agree that your use of, or inability to use, the Service is at your sole risk. The service delivered to you through this App are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

11. LIMITATION OF LIABILITY

In no case shall we be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of this App or Services, or for any other claim related in any way to your use of this App or Services, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility.

12. GOVERNING LAW AND JURISDICTION

This Standard term for the purchase of online workshops shall be governed by the laws of India. You agree that the courts in Mumbai shall have sole and exclusive jurisdiction over any action at law or in equity arising from Your use of the App, these terms and conditions, or any purchase from this App and You irrevocably and unconditionally consent and submit to the sole and exclusive jurisdiction of such courts.