

TERMS AND CONDITIONS

BY ENGAGING AND/OR INTERACTING WITH WEBSITE WWW.SHOUTOUT1.COM, ANY OF THE SERVICES, FEATURES, CONTENT, FUNCTIONALITIES OR APPLICATIONS OF SHOUTOUT ("COMPANY" or "WE"), OFFERED THROUGH THE PLATFORM OR OTHERWISE (COLLECTIVELY REFERRED TO AS "SERVICES"), YOU INCLUDING THE PERSONS WHO BROWSE, OR WHO AVAIL THE SERVICES ("USERS") AND THE INFLUENCERS AND THE CELEBRITIES WHO ARE CONTRIBUTORS OF THE CONTENT ("ARTISTS"), AGREE TO THESE TERMS AND CONDITIONS. INCLUDING AND TO THE EXTENT APPLICABLE THOSE ADDITIONAL TERMS AND CONDITIONS AND POLICIES REFERENCED HEREIN AND/OR AVAILABLE BY HYPERLINK SUCH AS THE CANCELLATION & REFUND POLICY AND PRIVACY POLICY AS AVAILABLE ON THE PLATFORM AND ANY AGREEMENT THAT MAY BE EXECUTED BY YOU WITH THE COMPANY ("TERMS AND CONDITIONS").

We reserve the right to update or modify these Terms and Conditions at any time with or without prior notice. Your access and use of the Platform or the Services following any such change constitutes your agreement to follow and be bound by these Terms and Conditions, as updated or modified. For this reason, we encourage you to review these Terms and Conditions each time you access and use the Platform and/or avail the Services. If you are an Artist, please also refer to Artist Special Terms, which form an integral part of these Terms and Conditions.

Notwithstanding anything contained herein, if you breach the Terms and Conditions, the Company reserves the right to take any legal or other action against you, including but not limited to, denying or revoking access to the Platform and the Services and referral to the appropriate authorities.

1. **Eligibility:** Any minor who wishes to use or contribute on the Platform, is required to conduct such transaction through his / her legal guardian or parents. If you represent a company, partnership firm or sole proprietorship, you shall be eligible to access the Platform and avail the Services on its behalf only if you have been duly authorized by way of necessary corporate action, as may be prescribed statutorily and/or under the charter documents of such entity.

You may only access the Platform and use the Content and the Services for lawful purposes. You are solely responsible for the knowledge of and adherence to any and all laws, rules, and regulations pertaining to your use of the Platform, Content and the Services.

2. **Services and Additional Terms:** The Platform provides a service to the Users to access personalised content created by the Artists of the User's choice as per the requests received from the Users.

Each of Service offered by the Company shall be governed by these Terms and Conditions and any other additional terms specific to each of such Service including as published on the Platform. Any new features or tools or products which are added to the current Services shall be also subject to these Terms and Conditions.

You acknowledge and agree that the Company may market and provide the Services under any of the brand names owned by or licensed to the Company or in combination with the

brand names of third party, including co-branding, double-branding or other combinations. You further agree that the Company may market and /or market the Services through third-party applications and platforms, at its sole discretion.

The Company may change, suspend, or discontinue the availability of any of the Services at any time, without any notice or liability. In addition, the Company may impose limits on certain features of the Services or restrict your access to parts or all of the Services or the Platform without notice or liability. The Users acknowledge that the charges payable in connection with the Services, may be subject to change, without notice or liability.

Through the Platform you may submit a request to avail a Service. However, you acknowledge that your request may or may not be accepted. The maximum time within which a request will be completed or rejected will be shared on the Platform and refunds will be initiated as per our Cancellation and Refund Policy for cancelled and rejected requests.

Contents Posted on the Platform: You understand and agree that we are not responsible or liable for any content, data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, products, listings, links or information posted by you, other users, Artists or third parties on the Platform ("Content"). For the purpose of these Terms and Conditions, the "Content" shall include also any text, video, software, scripts, graphics, graphics interchange formats, photos, sounds, music, videos, audio-visual combinations, interactive features and other materials that you may post, view, access or use through our Services or the Platform or the Artist may create pursuant to receipt of a request of the User. You fully understand that any Content uploaded, submitted, or offered for publication by the Artists via the Services, shall be the content of the Artists. The Company does not review or modify any Content, except as stated here otherwise. The Company does not endorse any Content submitted via the Platform by any Artist, or any opinion, recommendation, or advice expressed therein, and the Company expressly disclaims any and all liability in connection with the Content. Notwithstanding the above, the Company reserves the right to, but does not have any obligation to, reject a request, remove, or block the Services in its sole discretion, at any time, without notice to you and for any reason (including, but not limited to, a request contrary to General Prohibitions: Clause 9 or upon receipt of claims or allegations from third parties or authorities), or for no reason at all. Your interactions with third parties, including the Users and the Artists, as the case may be, found on or through the Platform are solely between you and such third party; however, the Company may, in its sole discretion, intercede in any dispute and you will reasonably cooperate with the Company if it does so. You should make whatever investigation you feel necessary or appropriate before proceeding with the interaction. The Users agree not to contact or interact with any Artist except as expressly permitted through our Platform. You acknowledge and agree that we are not responsible or liable for any damages, losses, costs, expenses, or liabilities of any kind or nature incurred as the result of any such interaction. You hereby release the Company from claims, demands, and damages (actual and consequential) of every kind or nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes or our Services or the Platform.

If you have a dispute with any third party over any Service, offering or interaction over the Services, you agree not to make any claim of any kind or nature against the Company or its affiliates, no matter whether such claims, requirements or compensation of damages are known, ensured or released.

3. **Links:** The Platform and Services may contain links to other websites and online resources, including to payment gateways. A link to a third party's website does not mean that we endorse it or that we are affiliated with it. We are not responsible or liable for any damage or loss related to the use of any third-party website. You should always read the terms and conditions and privacy policy of a third-party website before using it.
4. **Promotion and marketing offers:** We may offer promotional offers from time to time, including but not limited to discount codes, that may be subject to expiration dates and such terms as listed therein at the time of purchase.
5. **Ownership:** We own or license all right, title, and interest in and to (a) the Platform and Services, the format of the Services offerings, including all software, text, media, look and feel of the Platform and the Services; and (b) our trademarks, logos, designs, trade names and brand elements.

We respect the intellectual property of others. In case you feel that your work has been copied in a way that constitutes copyright infringement, you can write to us at shoutout1.com. Unless otherwise specified, all the Content made available through the Services is either generated by the User or the Artist. Although, the Company is not obligated to monitor access to or use of the Services or to review or edit any Content, the Company has the right to monitor the Platform generally and all account activity for the purpose of operating the Services, to ensure compliance with these Terms and Conditions, or to comply with applicable law or other legal requirements. The Company will remove all Content submitted by you, if properly notified that such content infringes on another's intellectual property rights. The Company has the right to investigate violations of these Terms and Conditions or conduct that affects the Platform and/or the Services. You agree to cooperate fully with the Company in any such investigation. The Company may also consult and cooperate with law enforcement authorities to prosecute users who violate the law. If your Account shows signs of fraud, abuse or suspicious activity, or if we believe you have abused any privilege accorded to you as a participant in the Platform, supplied misleading information or made any misrepresentations to the Company in connection with the Platform or tampered with the Platform in any way or breached these Terms and Conditions, the Company may close or freeze the Account immediately.

You hereby grant the Company the right to share the necessary information, which is shared by you, with the Artist or the User, as the case may be.

Notwithstanding the payment and ownership provisions as set out herein, the Users agree that the Company has no obligations relating to Content, either joint or several.

Rights and Responsibilities: Upon User's continued compliance with these Terms and Conditions, a User shall have a non-exclusive and a limited license to use a Service purchased on the Platform and the Content comprised therein, for permitted uses and for permitted duration and the User shall not acquire any title or ownership in the Services or the Content. The User agrees that it will not redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, license or otherwise transfer or use the Services and/or the Content, in whole or in part. For the avoidance of doubt, the license to use the Services and/or the Content does not include the right to create a derivative work, to make copies

other than for your own personal use, or to use the Services and/or the Content in any commercial manner, except as agreed otherwise.

If you breach any of the provisions herein, your license to use the Services and/or the Content is terminated with immediate effect and without further notice.

The grant and continuation of the above licence is conditional upon your compliance with these Terms and Conditions or any app store provider from which you downloaded the Platform.

You hereby grant to the Company, a royalty free and a transferable license to use the Content in all media and in any manner the Company may deem fit for the purpose of the delivery and promotion of the Platform and the Services.

You shall not remove or modify any copyright and/or other intellectual property notices or watermarks from any Services and/or the Content.

You agree that you shall not, other than through the Company, directly or indirectly contact or attempt to contact the Artist or the User, as the case may be or negotiate the terms of the Artist's engagement in relation to the Services or services similar to the Services. Without limiting any other rights or remedies available to the Company, any attempt to circumvent the Company may result in termination of your Account.

6. **Charges:** User shall be responsible for payment of all fees/costs/charges associated with the purchase of the Services via the Platform and the User agrees to bear any and all applicable taxes in relation thereto including but not limited to GST.
The Company will collect charges or other amounts from you in respect of the Services availed through the Platform, as set forth on the Platform or as otherwise communicated to you by the Company.

7. **Privacy:** We are committed to respecting your privacy and the privacy of all individuals using the Services. More information regarding how we may use your personal data can be found in our [Privacy Policy](#). By using any of the Services, you agree to the terms laid out in our Privacy Policy which is incorporated into these terms by reference.

8. **General Prohibitions:** In addition to the prohibitions imposed on you under applicable law, you agree not to do or allow to do any of the following:
post, request for, upload, publish, submit or transmit any content that:
 - infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
 - violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
 - is fraudulent, false, misleading or deceptive;
 - is defamatory, obscene or pornographic;
 - promotes or constitutes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;

- is violent or threatening or promotes violence or actions that are threatening to any person or entity;
- promotes illegal or harmful activities or substances;
- contains personal or contact information about any other person without their prior authorization; or violates any content policies the Company has published for the Services.
- threatens public health or safety; promotion of cigarettes or any other tobacco products or consumption of intoxicant including alcohol and Electronic Nicotine Delivery System (ENDS) & like products that enable nicotine delivery except for the purpose & in the manner and to the extent, as may be approved under the Drugs and Cosmetics Act, 1940 and Rules made thereunder;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation or use automated programs to start chats;
- transmits any worms or viruses or any code of a destructive nature;

you shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform, Services, or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform, Services or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform.

you shall not engage in advertising to, or solicitation of, other Users or the Artists of the Platform to buy or sell any products or services, including, but not limited to, products or services related to that being displayed on the Platform or related to us.

Encourage or enable any other individual to do any of the foregoing.

9. **Indemnity:** You shall indemnify and hold harmless the Company (including its affiliates, subsidiaries, group companies), its directors, advisors, employees, agents, partners, suppliers or content providers, from any claim or demand, or actions including reasonable attorneys' fees, made by any third party or penalty imposed due to or arising out of your breach of any of these Terms and Conditions, Privacy Policy and other policies, or your violation of any law, rules or regulations or the rights of a third party. The Company reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defences.
10. **Disclaimer of warranties and Limitation of Liability:** YOUR USE OF THE PLATFORM, SERVICES AND THE CONTENT IS SOLELY AT YOUR OWN RISK. We do not warrant that the Platform will be compatible with all hardware, software and other systems which you may use.
To the fullest extent permitted by law, the Company excludes all warranties, conditions, terms or representations about the accuracy or completeness of Platform's or the of any sites

linked to the Platform. The Platform, Services and the Content are provided "AS IS", "AS AVAILABLE" and without warranty of any kind, express or implied including, but not limited to, the implied warranties with respect to title; non-infringement; merchantability; uninterrupted, timely, secure or error free use of the Platform or Services; and fitness for a particular purpose; and any warranties implied by any course of performance or usage of trade; all of which are expressly disclaimed.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM OR THE SERVICES, INCLUDING WITHOUT LIMITATION, THE CONTENT, IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE IF ANY ARISING FROM DOING SO. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE OR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE.

IN NO EVENT SHALL WE, NOR OUR DIRECTORS, EMPLOYEES, AGENTS, ADVISORS, PARTNERS, ARTISTS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE), OR (III) FOR ANY DIRECT DAMAGES WILL BE LIMITED TO THE AMOUNT RECEIVED BY US FROM YOU WITHIN THE LAST 6 MONTHS TOWARDS THE SERVICES.

You understand and agree that we have set the charges and entered into these Terms and Conditions with you in reliance upon the limitations of liability set forth in these Terms and Conditions, which allocate risk between us and form the basis of a bargain between the parties.

11. You undertake that you shall keep secure and not at any time disclose to any person any information relating to us which we reasonably consider to be confidential, including but not limited to details of our business methods, finances, prices or pricing strategy, marketing or development plans or strategies and any other information made available to you via the Platform or the Services which is or ought reasonably to be considered confidential in nature.

12. You acknowledge that you will not directly or indirectly parody, disparage, make any critical or disparaging statements to any third parties (including, without limitation, any print or

broadcast media) about the Company, or any of the Services or any of the Users or the Artists.

13. General Provisions

Force Majeure: Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature labor disputes, strikes, acts of God, floods, lightning, severe weather, shortages of materials, rationing, pandemic or epidemic, inducement of any virus, Trojan or other disruptive mechanisms, any event of hacking or illegal usage of the Platform, utility or communication failures, earthquakes, war, revolution, acts of terrorism, civil commotion, acts of public enemies, blockade, embargo or any law, order, proclamation, regulation, ordinance, demand or requirement having legal effect of any government or any judicial authority or representative of any such government, or any other act whatsoever, whether similar or dissimilar to those referred to in this clause beyond our reasonable control. If Force Majeure event takes place that affects the performance of our obligations under these Terms and Conditions our obligations under these terms shall be suspended for the duration of Force Majeure event.

Dispute Resolution: In the event any dispute arises out of or in connection with the Terms and Conditions herein, including the validity hereof, the parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the parties hereto, after reasonable attempts, which shall continue for not less than 15 (Fifteen) calendar days, gives a notice to this effect, to the other party in writing. In case of such failure, the dispute shall be referred to a sole arbitrator, who shall be appointed by the Company.

Survival. If any provision or provisions of these Terms and Conditions shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

Contact Us: Please contact us for any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Platform, the Services or the Content.

Email: contact@shoutout1.com

Time: Monday - Sunday (9:00 - 18:00)

Additional Terms – Products for Users who are not Brand Owners

Shoutout

In addition to the terms applicable to the Platform and the Services generally as set forth under the Terms and Conditions, the following terms apply to your access and use of the “**Shoutout**”.

1. Through the Platform, you have the opportunity to purchase "Shoutouts" from the Artists listed on the Platform. A “Shoutout” is a personalized video message from your favorite Artist. You can place a request with your message to us for a Shoutout video using the Platform.
2. Subject to the payment of the applicable charges, you will have a non-exclusive, limited, revocable, non-transferable and a worldwide license from the relevant Artist to use a Shoutout purchased on the Platform, for your own personal, non-commercial, entertainment and non-promotional purposes. A Shoutout is only licensed to you and not sold to you. You shall not modify or edit a Shoutout or re-sell your rights therein in anyway.
3. You may, at your cost and risk, publish or upload a Shoutout, or any part thereof, on any media including any social media platform.

Artist Special Terms

BY ACCEPTING THESE Terms and Conditions OR EXECUTING A SERVICE AGREEMENT, CAMPAIGN BRIEF OR ANY RELATED ADDENDUM THAT REFERENCES THESE Terms and Conditions:

1. You hereby grant the Company a worldwide, non-exclusive, royalty-free, and transferable right to use, modify or edit to fit the format of delivery, reproduce, distribute, display, publish, adapt, make available online or electronically transmit, and perform the Content in connection with the Services and the Company's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Platform and/or the Services in any media formats and through any media channels. You provide the Company and its affiliates and partners, the undisputed and irrevocable right to apply its watermark, brand, logo including that of its partners and affiliates on the Product uploaded by you.
2. You agree that the Company may use the images and names likeness, and social profile links and/or handles used by you on its social media sites for promotional and

advertising purposes on any online or offline platforms, in print and electronic formats such as publications, videos, projects, and websites, as deem fit by the Company. You authorize the Company to publish press releases, advertise and/or other general marketing information in any medium, related to your engagement with the Company.

3. The relationship between the Company and the Artist shall be on principal to principal basis and neither the Artist nor the Company shall constitute as joint ventures, partners, employees or agents of each other. Artist shall not bind Shoutout1.com to any agreement without the express written consent of Shoutout1.com.
4. You represent, warrant, and agree that:
 1. you are eligible and free to enter into this arrangement and to grant the rights and licenses herein granted to the Company.
 2. you have obtained all the necessary licenses and/or authorization to provide and permit the Company to use the images, names, likeness, social profile links and/or handles, logos, trademarks, trade names and/or any other indicia or materials associated with you;
 3. you will obtain, at your own cost, any licenses, approvals, consents, registrations, etc. as may be required to provide the Products;
 4. you will personally create the Content required under this arrangement as per the Terms and Conditions;
 5. there are no prior or pending claims, proceedings, civil lawsuits, criminal prosecutions or other litigation matters, affecting you which would or might interfere with the Company's full and complete exercise or enjoyment of any rights or licenses granted hereunder;
 6. the usage of the Content is permitted by you and is free from any claim by any other third party;
 7. adhere to all the laws applicable to you or your Products or your association with the Company.

You further represent that all the Content uploaded by you:

8. does not contain any material that is obscene, defamatory, libelous, slanderous or injurious to anyone. In the event of breach of this term, you shall fully indemnify and hold harmless the Company against any and/or all losses (direct and indirect), actions, claims, damages, costs and expenses incurred by the Company;
9. any and all opinions and views stated in the Content are genuinely held by you;

10. any and all statements in the relevant Services regarding your use and experience of the brand or brand's product or services are true and correct and representative of your opinion;
11. infringes the privacy rights, contract rights or other rights (including intellectual property rights) of any person, corporation or entity.

You agree to indemnify, and must defend and hold harmless, the Company and its related bodies corporate, personnel, servants and agent, and the Users from and against any claims, liabilities, damages, losses and expenses (including reasonable legal fees) arising out of or in any way connected with any of the following (including as a result of your direct activities on the Platform):

12. your content or access to the Platform;
13. your breach of these Terms and Conditions, the rules and guidelines or any of the warranties or covenants given or made by you;
14. your claim against a User for any reason;
15. any claim by any third party (including any other brand or other artists) arising directly or indirectly from you breach of any of the provisions of these Terms and Conditions;
16. any claim or allegation that the Service infringes a third party's rights, including intellectual property rights.
17. your violation of any applicable laws, rules or regulations; and
18. any misrepresentation made by you.

Refund and Cancellation Policy

Our Policy for the cancellation and refund will be as follows:

Charges displayed on the site are all inclusive (Details of which is displayed with the order). The prices are all in USD, conversion rate can vary for payments in other currencies based on the user's bank rates.

All sales are final, no refunds, unless:

your request has not been completed within the Delivery Period* or has been rejected, we shall refund to you the purchase amount. Refunds, to the same payment method as was used at the time of purchase, will be initiated no later than 30 business days from

notification of rejection or expiry of Delivery Period as the case maybe. Where purchases were made using international credit or debit cards or international payment options, the actual amount of payment or refund where applicable, may vary from the displayed price or refund amounts based on your card issuer's or payment gateway policies.

If the standard time-frame as mentioned above has passed and you have still not received the refund, please contact your credit or debit card issuer or your bank for more information. In some cases where an international credit card has been used the Credit Card Issuing Company levies a transaction charge for any charge / refund issued. The applicable charge is decided by the issuing bank.

By using the Website and/or any Shoutout services the customer agrees that Shoutout reserves the right to fulfill orders after the deadline passes and charge full payment for up to 7 days total. This includes both 'regular' orders and 'rush 24 hours' orders.

If you have any questions about our Returns and Refunds Policy or your expected refunds, please contact us at contact@shoutout1.com

Any gratification/prize awarded to the winner of a valid lucky draw or other contest conducted by us will not constitute a paid Service to such a winner and therefore is not eligible for return or refund. No cash payment or other reimbursement in lieu of any such gratification/prize will available.

*Delivery Period: The expected date of delivery notified to you at the time of purchase

