

## INTRODUCTION

This is a legally binding agreement between CANOPUS MEDIA PRIVATE LIMITED and you, or if you represent a Company or Other Entity, that Company or Entity (in either case "You"). These terms apply to CANOPUS MEDIA PRIVATE LIMITED - a web based tool for Influencer Marketing (the "Platform"). The Platform enables Influencers, their Agencies, or their agents (collectively "Influencers") to, among other things, engage with Marketers or their Agents (collectively "Marketers") and/or End-Users ("End-Users"), as the case may be, for the distribution of Branded Content, Premium Display Advertisements and/or Native Advertisements (collectively "Advertiser Materials") and social Content (altogether "Content"). Before accessing or using the Platform or any Information, Data or Content provided through the Platform (collectively "Information"), You are required to agree to and comply with the terms of this agreement. This agreement supersedes any prior agreement, oral or written, and any other communications between you and CANOPUS MEDIA PRIVATE LIMITED or its subsidiaries relating to your use of the Platform or any Information. Please read Agreement carefully. By accessing or using the Platform or any Information, or by clicking a box that states that you accept or agree to these Terms, You agree that You have read and agree to be bound by this Agreement. If you do not agree to these Terms, or do not meet the qualifications included in this Agreement, CANOPUS MEDIA PRIVATE LIMITED is not willing to provide You with access to or use of the Platform or any Information and You must not access or use the Platform or any Information. If you access or use the platform or any information, You acknowledge that You meet the qualifications included in this Agreement and agree to be bound by this Agreement.

### 1. MODIFICATIONS

1.1 CANOPUS MEDIA PRIVATE LIMITED reserves the right, at any time, to modify the Platform or this Agreement, by making notices of such modifications available at the Platform.

Modifications will be effective immediately upon posting such notices at the Platform.

1.2 You may cease using the Platform at any time if you do not agree to any modification.

However, you will be deemed to have agreed to such modification through your continued use of the platform following such notice.

### 2. GRANT OF RIGHTS

2.1 Subject to Your compliance with this Agreement, CANOPUS MEDIA PRIVATE LIMITED grants You a non-exclusive, non-transferable, worldwide and revocable right during the contractual period to use the Platform in accordance with the terms hereof and the user instructions for the Platform as specified at the Platform or by CANOPUS MEDIA PRIVATE LIMITED.

2.2 You agree not to use, modify, reproduce, create derivative works from, republish or in any way exploit or utilize the Platform other than as expressly permitted in this Agreement or any other agreement that You may be required to agree to before being given access to the Platform.

2.3 If you are a Marketer, You grant CANOPUS MEDIA PRIVATE LIMITED a non-exclusive, royalty-free, worldwide license to use, reproduce and display the Your company logo and Advertiser Materials on the Platform and in the marketing materials of CANOPUS MEDIA PRIVATE LIMITED.

2.4 If you are an Influencer, You grant CANOPUS MEDIA PRIVATE LIMITED the right, as an intermediary, to market, sell, match, assign, transfer and convey Advertiser Materials to You, either directly or through the Platform, and to process payments from Marketers and forward such payments to You, as described in Section 4.

2.5 If you are an Influencer, You confirm that You own the social media channels You connect to your Account at the Platform and grant CANOPUS MEDIA PRIVATE LIMITED the right to publish Content from Your social media channels on [lookwhostalking.co.in](http://lookwhostalking.co.in)

### 3. CONTENT AND INFORMATION

3.1 You are solely and exclusively responsible for all Content and Information that You may upload, store and distribute to Influencers, Marketers or End-Users, as the case may be, through the Platform. You guarantee that the Content and Information are at all times in compliance with applicable laws and the CANOPUS MEDIA PRIVATE LIMITED content rules in Appendix A. CANOPUS MEDIA PRIVATE LIMITED may remove any Content and Information from the Platform that does not comply with the restrictions concerning Content and Information as specified in this Agreement.

3.2 You shall bear sole liability for an error, omission or claim attributable to Your Content and Information. CANOPUS MEDIA PRIVATE LIMITED shall not bear any liability for any such claim and You shall indemnify CANOPUS MEDIA PRIVATE LIMITED for each such claim made against CANOPUS MEDIA PRIVATE LIMITED.

3.3 You understand that the Platform comprises functionality entailing that End-user may share Content with third parties via social networks such as Twitter, Blogs, YouTube Facebook or Instagram, via email or other channels, which may change from time to time. You expressly consent to the Content being shared by End-users with third parties as described above

### 4. REMUNERATION AND PAYMENTS

4.1 Advertisers may place orders ("Orders") related to any service ("Service") to be delivered through the Platform. CANOPUS MEDIA PRIVATE LIMITED fully reserves the right to reject any Order placed through the Platform for any reason and in its sole discretion.

4.2 You accept that CANOPUS MEDIA PRIVATE LIMITED collects any and all revenues from the Services and distribute such revenues between the Parties, or any other third party as the case may be, as agreed through Your Account at the Platform. You also agree that CANOPUS MEDIA PRIVATE LIMITED shall make deductions for any taxes or levies (if applicable) that is required by applicable laws and statutes such as, but not limited to, advertisement tax, employer's contribution, VAT, GST, TDS, etc.

4.3 You accept that CANOPUS MEDIA PRIVATE LIMITED and/or third parties, as the case may be, may be entitled to a remuneration based on the Services You have ordered through the Platform. Such revenues may be but are not limited to, revenues from Orders, Support Services, Marketplace Fees, Agency Commission, etc.

4.4 Unless agreed otherwise in other applicable agreement, You shall pay CANOPUS MEDIA PRIVATE LIMITED for support services ("Support") according to Your choice of support level through Your Account at the Platform. Fees for support are set out in the price list at the Platform (the "Price List"). CANOPUS MEDIA PRIVATE LIMITED shall be entitled to amend the fees in the Price List. An up-to-date version of the Price List may not always be available at the Platform. During a promotional event, CANOPUS MEDIA PRIVATE LIMITED may remove any price list which would mean the support is free of cost during that time frame.

4.5 All amounts due under this Agreement exclude VAT/GST and shall be payable by Advertisers by credit card or invoice upon placing an Order. All payment shall be made in the currency as specified at the Platform.

4.6 If you are an Advertiser, You shall indemnify CANOPUS MEDIA PRIVATE LIMITED for any costs incurred due to Your provision of an incorrect VAT/GST ID/IFSC/IBAN.

4.7 You are solely responsible for all expenses that arise from your use of the Platform, e.g. costs for your own equipment such as a computer, software, telephone, Internet access, etc.

4.8 If nothing else has been agreed, financial settlements between the Parties shall be made within 60 days after the execution of any campaign. Any Additional costs will be charged directly when the Advertiser pays for the Order.

4.9 You acknowledge and agrees upon that CANOPUS MEDIA PRIVATE LIMITED doesn't store credit card details. All credit card details are securely stored via a third party service called Razorpay Software Private Limited <https://razorpay.com/>.

4.10 CANOPUS MEDIA PRIVATE LIMITED will, as the Platform owner, ensure that a dispute resolution mechanism will be available where any party that is involved in an Order may turn to if there are any questions concerning an Order, and as well in order to solve disputes or any other problems that stem from that Order. CANOPUS MEDIA PRIVATE LIMITED will therefore through this mechanism ensure that the party can contact CANOPUS MEDIA PRIVATE LIMITED if they have a complaint against You and in order to solve problems with payments, chargebacks, refunds, and cancellations.

4.11 If You fail to make a payment within the specified time, CANOPUS MEDIA PRIVATE LIMITED shall, unless agreed otherwise in other applicable agreement, be entitled to annual interest for overdue payment of twelve (12) percent. In the event of late payment, CANOPUS MEDIA PRIVATE LIMITED shall also be entitled, upon at least ten (10) days' written notice to you, to terminate its performance under this Agreement and Your access to the Platform until payment has been received.

4.12 As an Advertiser, You acknowledge and agree that CANOPUS MEDIA PRIVATE LIMITED will hold harmless from any and all refund, claims, damages, liabilities, costs, and fees (including reasonable legal fees) relating Your failure to pay an Influencer. In no event shall You hold CANOPUS MEDIA PRIVATE LIMITED responsible or liable for any non-delivery, delay or similar in Orders etc. For the sake of clarity, this includes any claims related to loss of business opportunities for You.

4.13 As an Influencer, You acknowledge and agree that CANOPUS MEDIA PRIVATE LIMITED and any of the third-party services that You chose to include, such as for instance RazorPay, will be held harmless from any and all refund, claims, damages, liabilities, costs, and fees (including reasonable legal fees) relating to the lack of delivery of the Order. For the sake of clarity, this includes any claims related to loss of business opportunities for You.

4.14 You accept to pay the fees from any third-party service that You have agreed to use via Your Account at the Platform. Such services may be, but are not limited to, open invoice payments for Advertisers, invoicing without having your own company for Influencers etc. You also agree to be bound by the terms and conditions for any such third-party service including RazorPay.

4.15 By using the Platform, You also accept to use the payment solutions provided through the Platform for the transfer of funds between Advertisers and Influencers.

## 5. INTELLECTUAL PROPERTY RIGHTS

5.1 You have the sole right to all copyrights and other rights to the Content and Information that you upload to the Platform.

5.2 All intellectual property rights to the Platform belong to CANOPUS MEDIA PRIVATE LIMITED or its licensor.

5.3 None of the Parties may infringe, violate or harm any rights belonging to the other Party.

5.4 You are solely responsible for ensuring that Advertiser Material does not infringe intellectual property rights of third parties or violates any marketing rules, ethical codes and regulations or applicable laws and statute.

5.5 You undertake to indemnify CANOPUS MEDIA PRIVATE LIMITED and compensate CANOPUS MEDIA PRIVATE LIMITED for all expenses, compensations, and damages that CANOPUS MEDIA PRIVATE LIMITED may be required to pay through settlement, judgment or otherwise, due to infringement of Your Advertiser Material on another party's rights or violation of applicable rules. In the event of claims by third parties, the Party which first becomes aware of such a claim shall promptly notify the other Party and the Parties shall jointly endeavor to limit the resulting damage and related expenses and obligations.

## 6. CONFIDENTIALITY

6.1 You undertake to keep all the information about the contents of this Agreement, and any other information obtained through the Platform, strictly confidential, including all Information, both technical and commercial, about CANOPUS MEDIA PRIVATE LIMITED, CANOPUS MEDIA PRIVATE LIMITED' operations, technology, business or other information that may be considered to be business secrets of CANOPUS MEDIA PRIVATE LIMITED, during the contractual period and after termination of the Agreement, regardless of whether CANOPUS MEDIA PRIVATE LIMITED specifically has stated that the information received by You, directly or indirectly, is confidential, and not to distribute or disclose such information to third parties other than for the purpose of fulfilling the Your obligations under this Agreement.

6.2 You do not have any obligation of confidentiality with respect to information that: (i) is publicly available; (ii) was known to You before CANOPUS MEDIA PRIVATE LIMITED revealed it; or (iii) that You are required by law to reveal to the authorities or court, in which event CANOPUS MEDIA PRIVATE LIMITED must be informed of the obligation in question.

6.3 You shall return or destroy received confidential information in connection with the termination of this Agreement or when called for by CANOPUS MEDIA PRIVATE LIMITED.

6.4 Notwithstanding the above, CANOPUS MEDIA PRIVATE LIMITED shall be entitled to name You as a reference in CANOPUS MEDIA PRIVATE LIMITED' marketing materials.

## 7. Personal Information, Password and Authorisations

7.1 In order to access and become a user of the Platform ("User"), You are required to establish an account at the Platform (an "Account"). Each Account and the User identification and password for each Account (the "Account ID") is personal. You are solely responsible for all use of the Platform or any Information through Your Account. You shall ensure the security and confidentiality of Your Account ID and will notify CANOPUS MEDIA PRIVATE LIMITED immediately if any Account ID is lost, stolen or otherwise compromised.

7.2 When creating an Account at the Platform, You also confirm that You are either over the age of 18 to enter into an Agreement for using the Platform.

7.3 You are fully responsible for all liabilities and damages incurred through the use of Your Account or under Your Account ID (whether lawful or unlawful) and that any transactions completed through Your Account or under Your Account ID will be deemed to have been lawfully completed by You. In connection with establishing an Account, You will be asked to submit certain information about Yourself. You agree that (i) all registration information You provide will be true and complete; and (ii) You will maintain and promptly update Your registration information to keep it accurate and current.

7.4 Personal information which You register at the Platform, such as but not limited to name, email address, mobile phone number, gender, interests (the "Personal Information"), will be stored and processed by CANOPUS MEDIA PRIVATE LIMITED. By accepting this Agreement, You agree to CANOPUS MEDIA PRIVATE LIMITED' processing of Personal Information in accordance with this Section 7. You shall contact WT TOOL INDIA PRIVATE LIMITED if You wish any specific Personal Information to be removed from the Platform.

7.5 For the purposes of providing the services of the Platform, WT TOOL INDIA PRIVATE LIMITED shall have the right to transfer or otherwise make available Personal Information at the Platform to other Users of the Platform.

7.6 If You represent third parties and use the Platform on behalf of such third parties, You shall ensure that You have all required authorizations in order to act on behalf of such third parties. You shall, at CANOPUS MEDIA PRIVATE LIMITED' request, submit the documentation required by CANOPUS MEDIA PRIVATE LIMITED to confirm such authority.

7.7 If You use third parties who assist You in using the Platform, You shall be liable to CANOPUS MEDIA PRIVATE LIMITED for such third parties' use of the Platform and shall ensure that such third parties are aware of and comply with the terms of this Agreement.

## 8. Warranty and Support Services

8.1 CANOPUS MEDIA PRIVATE LIMITED undertake to take reasonable measures to ensure that the Platform at each time is available to you via the Internet. CANOPUS MEDIA PRIVATE LIMITED reserves the right, however, to take certain measures which may affect the availability of the Platform if CANOPUS MEDIA PRIVATE LIMITED deems it necessary for technical operational, maintenance or security reasons. CANOPUS MEDIA PRIVATE LIMITED shall, if possible, inform You in advance of such scheduled interruptions in services provided by the Platform. However, You are aware that all or part of the Platform can be shut down with immediate effect if CANOPUS MEDIA PRIVATE LIMITED deems it necessary for security or other reasons

8.2 CANOPUS MEDIA PRIVATE LIMITED does not warrant that the Platform meets Your requirements or that the Platform will be used without disruptions or faults. You have decided to use the Platform for purposes of achieving certain intended results and the responsibility for this decision and for the results which are actually achieved is entirely Your own responsibility.

8.3 The warranties granted above are the only warranties which CANOPUS MEDIA PRIVATE LIMITED will grant with respect to the Platform and this Agreement, which means that no other warranty or terms, whether express or implied, shall apply except as provided in this Agreement. CANOPUS MEDIA PRIVATE LIMITED expressly excludes from this Agreement all other warranties, representations or commitments in relation to performance including all potentially implied warranties such as warranty regarding the satisfactory quality, merchantability, whether the product is suitable for a particular purpose, the ability to achieve a specific result, title or non-infringement.

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## 9. Limitation of Liability

9.1 Neither Party shall be liable to the other Party for loss of profits or other indirect damage due to the breach of this Agreement (even if a Party has been informed of the possibility of such damage). This limitation of liability shall not apply, however, to criminal acts, gross negligence, personal injury, death or breach of confidentiality provisions.

9.2 CANOPUS MEDIA PRIVATE LIMITED's shall not be liable for any damages.

9.3 Neither Party shall have a right to make any claim hereunder when more than one (1) year has elapsed from when the cause of the claim arose.

## 10. Force Majeure

10.1 Each Party shall be discharged from liability for the performance of obligations under this Agreement if an obligation cannot be performed because of a circumstance as set out below (a "Force Majeure Event"), provided the circumstance prevents or significantly impedes the performance under this Agreement in a timely manner and that such circumstance is outside the Party's control. Force Majeure Events include among others government action or inaction, new or amended legislation, general labour disturbances, boycotts, damage or destruction due to lightning, fire, flood, lack of access to transport, goods or energy, or failure or delay in delivery of goods or services from suppliers due to a Force Majeure Event listed above as Well as disturbance in nubic data and telecommunications

## 11. TERM AND TERMINATION

11.1 This Agreement shall come into force as of the earlier of the date You first access or use the Platform or any Information, or indicate Your acceptance by clicking a box that states you accept this Agreement, and approval by CANOPUS MEDIA PRIVATE LIMITED (the "Effective Date") and shall remain in force until terminated by either Party by three (3) months' written notice.

11.2 Both Parties shall have a right to terminate this Agreement with immediate effect by written notice to the other Party if

- The other Party has failed to perform its obligations hereunder and failed to take action within thirty (30) days following receipt of written notice from the complaining Party;
- The other Party has suspended payments, filed for bankruptcy, initiated composition proceedings, goes into liquidation or is otherwise presumed to be insolvent;
- Any of the Parties violate the other Party's property rights under this Agreement.

11.3 On the termination of this Agreement, regardless of the reason therefore

- All rights granted to You under this Agreement will terminate;
- You will immediately cease all use of and access to the Platform and any Information;
- WT TOOL INDIA PRIVATE LIMITED may delete your account and your Content and Information stored at your account;
- Sections 5 (Intellectual Property Rights), 6 (Confidentiality), 7 (Personal Information, Password and Authorisations), 9 (Limitation on Liability), 11 (Term and Termination), 12 (Other Conditions) and 13 (Applicable Law and Disputes) will survive any expiration or termination of this Agreement.

11.4 If the Agreement is terminated, for whatever reason, and CANOPUS MEDIA PRIVATE LIMITED has made agreements with clients or partners for a period exceeding the contractual period, thus requiring You to continue Your commitments, the Agreement, with regards to the continuation of such tasks, is considered to proceed until CANOPUS MEDIA PRIVATE LIMITED can finalize such agreements related to Your Commitments.

11.5 Termination of this Agreement shall not release You from liability for all fees payable or otherwise due to CANOPUS MEDIA PRIVATE LIMITED in accordance herewith.

## 12. OTHER CONDITIONS

12.1 You guarantee that entering into this Agreement does not conflict with other commitments or agreements to which You are bound and that the You always own all the relevant intellectual property rights relating to Information that You upload to the Platform from time to time.

12.2 You do not have the right to speak on behalf of CANOPUS MEDIA PRIVATE LIMITED or bind CANOPUS MEDIA PRIVATE LIMITED to any obligation.

12.3 Unless otherwise is expressly provided in this Agreement, a Party's failure or delay in the use of rights, demands or claims related to the Agreement, shall not mean that the Party has waived its right in this respect unless such a waiver has been made in writing.

12.4 A Party shall not be entitled to transfer its rights or obligations under this Agreement without the other Party's written consent. However, CANOPUS MEDIA PRIVATE LIMITED shall be entitled to transfer the Agreement to another company within the group of companies to which CANOPUS MEDIA PRIVATE LIMITED belong, as well as to transfer the Agreement to a third party in connection with a sale of CANOPUS MEDIA PRIVATE LIMITED's business or part thereof.

12.5 If any provision of this Agreement is held by a court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement and the remainder of the provision in question shall not be affected.

12.6 Messages to be sent to a Party under this Agreement shall be submitted to the email address that the Party normally uses in the communication between the Parties.

### 13. APPLICABLE LAW AND DISPUTES

13.1 Indian law shall apply to this Agreement.

13.2 Any disputes arising in connection with this Agreement shall be resolved finally by Gurgaon District Court in [Haryana] as the first instance.

### APPENDIX A. LOOK WHO'S TALKING CONTENT RULES

The following categories of advertising are prohibited without Look Who's Talking prior written consent:

Advocacy and political advertising;

- Alcoholic beverages, including mixer products and reduced or low alcohol products;

- Explicit or violent content;

- Betting/gambling;

- Over the counter medical products;

- Tobacco products;

- Political messages;

- Consumer loans or financial services;

- References to sex & sexuality;

- Religious content;

Sensationalistic content;

- Sexual & reproductive health;

- Significant skin exposure.

The following types of content are prohibited to appear in the Content or on landing pages linking from the Content:

- Content relating to illegal activity, drug use, drunkenness or impairment, hard language, horror, nudity, sex, or violence;
- Content that is defamatory, obscene, or that is discriminatory based upon race, gender, color, creed, age, sexual orientation, or disability;
- Content that is not appropriate for children who are 13 years old;
- Content that is sexually explicit (which includes all content that is classified as adult content from a sexual perspective) or that can otherwise harm children;
- Content that includes "news simulation" or ads that might cause an End-user to think he or she is watching legitimate news; or
- Content that makes claims that might be false, misleading or deceptive.