

## Terms of Use

The Application name Chillx (hereinafter referred to as the "App") is owned and operated by FunOnGo Media & Entertainment LLP ("FOG"). The App is offered to you conditional upon your acceptance of these Terms of Use. Your use of and access to the App constitutes your acceptance.

For the purpose of these Terms of Use, wherever the context so requires, the user, "User" "Subscriber" or "You" shall mean any natural or legal person who has agreed to become a User and/or Subscriber of the Contents on the App by providing Registration Data while registering on the App for the purpose of digitally promoting the Contents on any third party platform ("PURPOSE") the Chillx and/or FOG's Contents. The term "We", "Us", "Our" shall mean FOG.

*By using, accessing viewing subscribing to contents offered by the App ("Contents"), including any webpage, feature, information, data contained therein you agree to be bound by and abide by the terms and conditions under which these contents are offered and thereby revoke all agreements, understandings, consents and/or any sort of bindings with any third party and/or agent in relation to the Contents provided by us and accepted by You. You should not use any of the Contents offered by the App and/or do any of the Purpose in case any of the terms and conditions hereinis not acceptable to you.*

You represent and warrant that you are competent and eligible to enter into legally binding agreement and have the requisite authority to represent and bind the other party to this Agreement. You shall not use the Contents of this App if you are not competent to contract under the applicable laws, rules and regulations.

This Agreement shall continue to be in full force and effect for so long as you are using the Contents offered by the App. FOG may, at any time modify the terms and conditions of the Contents without any prior notification to you. As you are bound by the Terms, you should regularly access the App, review the Terms, and be aware and compliant of the latest version of the Terms. In the event the modified Terms are not acceptable to you, you should discontinue using the services/Contents of the App and cease to access your account on the App. However, if you continue to use the Contents you agree to accept and abide by the modified Terms. However, if you continue to use the Content after the changes are made, you agree, accept and abide by the modified Additional Terms ("Additional Terms"). The terms and conditions herein and the Additional Terms are collectively referred to as "Terms".

FOG may periodically amend these Terms, which will be posted online. As you are bound by these Terms, you should periodically review this page.

Our Contents are very diverse, so sometimes Additional Terms or product and/or Content requirements (including age requirements) may apply. Additional Terms will be available with the relevant Contents, and those Additional Terms become part of your agreement with us if you use those Contents.

### **A. ABOUT USING THE APP AND CONTENTS**

The App will comprise of Contents owned and/or procured from third parties by FOG and the same are available on the App. The Contents will be made available on App and for viewing the same, the User / Subscriber may be required to buy the same by registering with the App as per the process more specifically described under clause 'B' here in below. The Contents are in video format and the User and/or Subscriber is required to have a compatible device in order to be enabled to download and/or view the Contents.

The App is merely facilitating the availability of the Contents and you, at your own discretion and frequency, exercise to promote the Contents bought by you from the App / FOG. It is clarified that FOG does not warrant and guarantee the originality and authenticity of the Contents provided on the App and shall not be liable in any manner towards the Users and/or Subscribers and/or any third party. You agree that FOG is entitled to modify / delete / cancel / suspend etc. the Contents at any time without notice. You agree and acknowledge that the Contents bought by you from the App are also made available by FOG for other users and subscribers to their App and the provision and/or sale of Contents vide the App is not exclusive to you in any manner. FOG is under no obligation to review, filter, censor, modify and/or monitor the Contents. FOG reserves the complete discretion and right to withdraw any and all Contents made available on the App. Some Contents may be made available for a limited time period only and any promotion made by you of the same will be calculated until the validity period of such Contents. While FOG may notify the expiry date of any Contents, any promotion of the expired Contents by you will not be considered. Similarly, the

expired Contents will not be used and/or available for viewing for you and/or to any other third party to whom you may have promoted such expired Contents. Hence, any reference to the Contents herein will only refer to the valid and subsisting Contents and not the expired and/or withdrawn Contents. By using this platform of App and buying the Contents there from, FOG does not permit, facilitate or authorize infringement of any rights including without limitation any intellectual property rights and reserves the right to remove the Content without any prior intimation, upon proper notification to you that the specified Content(s) infringes the intellectual property rights including the copyright of the rightful owner and you shall not promote such Contents to any third party and/or on any third party platform. You agree and undertake to not to reproduce and/or license any third party to reproduce the Contents bought from the App and if in breach of this, you shall be liable to FOG and also towards any third party claims.

You are entitled to promote the Contents; provided the same are bought and purchased from the App and/or FOG, to any third party solely for the purpose of educating third parties through any third party platform of the Contents to enable them to purchase and/or procure the same from the App / FOG. FOG may access the contact details in your android (phone) device to identify and display the names in your network. And you agree and allow FOG to make an unrestricted and perpetual access by downloading the App and registering yourself with the FOG account. FOG will only use the said contact details for identifying and displaying the names in your network and no such detail are retained in FOG's database. At no time shall FOG be liable to any third party and/or any third party platform towards any promotion and/or otherwise of the Contents by you. It is clarified that every time when you promote the Contents on any third party platform, it is only the link to access and view the Contents on the App that you are allowed to transfer and any third party to whom the Contents are promoted by you will only be able to access the Contents, if they purchase the Contents directly from the said link promoted by you. The process for purchasing the Contents will be same for each such subsequent Users/Subscribers. No real Contents are transferable by you.

#### **KEY RULES AND REGULATIONS GOVERNING PARTICIPATION AS A USER OR SUBSCRIBER ON THE APP.**

For every promotion of the Contents, you are eligible to earn commission however subject to such third party to whom you may have promoted and/or shared the URL of the Contents, purchases the promoted Contents from App and/or FOG by accessing your promoted link on the App. Such third party can only be able to purchase the Contents by accessing the App and making requisite payment towards the Contents. The illustrations below will help understand the entire transaction as would occur in real time:

#### **Example – Constant chain of network (Commission pattern)**

##### **Chillx App: Assuming you are 'A'.**

A ➡ B ➡ C ➡ D ➡ E

##### **Example 1**

'A' shares the link of the Contents procured directly from the App to 'B', the second promoter, who in turn further shares the link to 'C', the third promoter, who shares the same to 'D'-fourth promoter and likewise to 'E' (fifth promoter) and 'F' (sixth promoter), then on each purchase of the Contents by each such parties/promoters i.e. 'B', 'C', 'D', 'E' and 'F', the former party/promoter from whose link the Contents are purchased, receives the commission in the manner and arrangement as more specifically described under clause 'C' herein below.

The pattern and placement of you and each other parties/promoter in their first transaction between them determines the value of commission entitled by you and them on account of any subsequent promotion of the Contents by any party/promoter to the pattern to the third parties. However, you agree and acknowledge that any promotion of the Contents beyond the 5<sup>th</sup> position from your position in the pattern will not entitle any commission to you.

If first promoter purchases the Contents and thereafter the second promoter has not purchased the same Contents from the first promoter but instead has directly purchased it from the App, then based on their first arrangement/pattern the first promoter will still get his share of the commission. FOG will inform you of your position in the said arrangement/pattern of transaction. Based on the same, FOG will directly credit the applicable commission amount to your account. Refer below example for this explanation:

### **Example 2**

'E' buys the desired content directly through the App. The Content which is bought by 'E' is also bought by 'A', 'B', 'C' & 'D'. Therefore 'A', 'B', 'C' & 'D' will get their accrued commission as per Cl. C(iv) vis-à-vis their position on the pattern.

### **Example 3**

'D' buys the desired Content directly through the App. The Content which is bought by 'D' is also purchased by 'A' only. The other promoters in the pattern have not procured the Contents purchased by 'D'. Then only 'A' will be entitled to commission as per its placement in the first arrangement / pattern as assumed under Example 1.

It is expressly clarified that the amount/proportion of Commission is subject to change at any point of time without notice and at the sole discretion of FOG.

## **B. YOUR FOG ACCOUNT**

- i. In order to purchase any of the Contents from the App, you must download the App and register for an account with us via the App. If you already have an account with us you can log into your account using your user name and/or mobile number and password, if any.
- ii. You shall fill the required application form completely and accept the Terms without which you will not be able to download/purchase the Contents. You shall immediately inform FOG in case there is a change in your personal data and/or any submitted data including payment details, by modifying the data on the form. FOG reserves the right to ask further information from you in certain cases.
- iii. A legally binding Terms here of between us and you shall come into existence when you have accepted our offer to purchase the Contents from us.
- iv. Where your order consists of multiple buying's, each individual buying will be treated by us as a separate purchase.
- v. If you provide any information that is untrue, inaccurate not current or incomplete or FOG has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, FOG has the right to indefinitely suspend or terminate your promoter-ship and refuse to provide you with access to the App without any compensation and/or refund of the payment made by you to FOG.
- vi. You are accountable for upgrading and changing any pertinent account information when essential to preserve the truthfulness, precision, or reliability of the details.
- vii. You shall be responsible for maintaining the confidentiality of your login details, which you will not be under an obligation to reveal to any representative or agent of FOG. Your promoter-ship is non-transferable.
- viii. You further consent to receive communications from FOG electronically. FOG will communicate with you by email or by posting notices on the App/Content.
- ix. It is declared that FOG shall not be liable for any misuse of the submitted Contents by you and/or your sub-promoters and/or any third parties.
- x. We reserve the right, to reject your promoter application without stating reasons. We reserve the right to change prices, colors, materials, specifications and quantities on this web site, or elsewhere without notice or obligation.
- xi. In case of breach of the obligations, we are entitled to terminate this agreement and your account with us without prior notification, with immediate effect.
- xii. You shall be obliged to ensure that no third parties have access to your password and registration data.
- xiii. During its activity you may not harm third parties' rights, may not bother third parties and may not violate effective laws.

### **C. PAYMENT AND COMMISSION**

- i. You shall pay the price on purchase of every Contents from the App to FOG. Fees for availing the Contents offered by FOG is as it shows on the App, however due to any technical issue, typographical error, the fees may vary. FOG will try to be accurate, however if you come across any difference in fees on the platforms we request you to contact us immediately.
- ii. You and other registered promoters / Users and/or Subscribers with FOG are prohibited to make any direct deal amongst you without the prior permission of FOG. In the event of any such engagement, where FOG has been ignored when found at later stage, you along with each of such promoter and/or Users and/or Subscribers shall be liable to pay FOG the damages for loss of opportunity as a reasonable and justified compensation to FOG for breach of contract.
- iii. Upon every promotion of the Contents, you will be entitled to designated commission, provided your position falls within any of the 5 levels described under sub-clause (iv) below.
- iv. In case you have promoted the Contents after purchasing from the App, then you shall be entitled to commission only if the subsequent parties to whom you may have promoted the Contents have purchased the Contents from the App. The said payment of commission to you shall be in the following manner based on your placement in the level of the promotion pattern/arrangement:

#### **Level wise Commission Chart**

<b><u>Level</u></b>	<b><u>Commission% of sale</u></b>
1 <sup>st</sup>	20
2 <sup>nd</sup>	5
3 <sup>rd</sup>	5
4 <sup>th</sup>	5
5 <sup>th</sup>	10

- v. The payment of the commission of the promoter shall take place through PayTM and/or any other mode of payment as may be adapted by FOG from time to time.

### **D. REFUND AND CANCELLATION**

- i. FOG hopes that you never have to cancel and/or discontinue the promoter-ship/subscription with the App.
- ii. Once the Contents are availed, the transaction cannot be cancelled and the purchase fee will not be refunded under any circumstances. However, though FOG is not obligated to make any refund of the purchase fee, FOG may decide to refund you the same before you having promoted or earned from that Content and the decision of FOG in this regard will be final and binding.
- iii. FOG reserves the right to cancel any Contents without any explanation for doing so. However, FOG will ensure that any communication of cancellation of any Content, so cancelled, is intimated within appropriate time to you and any applicable refund (if any), will be made in reasonable time.

### **E. PRIVACY POLICY**

Chillx's Privacy Policy explains how we treat your personal data and protect your privacy when you use our services. By using our services and/or Contents, you agree that FOG can use such data in accordance with our privacy policies

#### **F. EXTERNAL LINKS AND ADVERTISEMENTS.**

- The App may contain hyperlinks to different Apps/internet sites and resources operated by third parties. These linked Apps/websites are not under the control of FOG. FOG is not responsible for the availability of these outside resources or their contents, nor does it endorse or is it responsible for any of the contents, advertising, products or other material on such sites, you acknowledge and agree that FOG is not responsible for the availability of such external apps and resources.
- FOG shall not be held responsible or liable for any direct or indirect loss or damages caused or alleged to have been caused by your use of, or reliance on, any Contents, goods or contents available on such sites. Any concerns regarding an external link should be directed to its responsible site administrator or webmaster.
- The App may also contain third party advertisements embedded with hyperlinks to third party apps. All such advertisings are paid for by the relevant third party advertiser and are not recommendations or endorsements by FOG or its affiliates. You should refer to the relevant advertiser for information on its products and/or contents. FOG shall have no liability for any loss or damage arising from your use of any such sites.

#### **G. INTELLECTUAL PROPERTY RIGHTS**

Our App may contain our contents, marks or trademarks and other intellectual property as well as those of our affiliates or other companies, in the form of words, graphics, and logos. Your use of our App does not constitute any right or license for you to use such content marks/trademarks or other intellectual property, without the prior written permission of the corresponding content mark/trademark or other intellectual property owner. Our App is also protected under international copyright laws. The copying, redistribution, use or publication by you of any portion/Content/information of our App is strictly prohibited. Your use of our App does not grant you ownership rights of any kind in our App.

#### **H. FORCE MAJEURE:**

FOG is not liable to you if it is prevented from or delayed in performing its obligations under these Terms by acts, event, omissions or accidents beyond its reasonable control, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery or App functioning.

#### **I. JURISDICTIONAL ISSUES.**

- To the fullest extent permitted by applicable law, FOG makes no representation that Contents in the App are appropriate or available for use in any locations.
- Those who choose to access this App from any location, may do so on their own initiative and are responsible for compliance with their local laws, if and to the extent local laws are applicable.
- This Agreement is governed and construed in accordance with the laws of India. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Mumbai, Maharashtra, India, in all disputes arising out of or relating to the use of the FOG /Contents from the App. Use of the App /Contents is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree to indemnify and hold FOG, its subsidiaries, affiliates, officers, directors, employees, and representatives harmless from any claim, demand, or damage, including reasonable attorneys' fees, asserted by any third party due to or arising out of your use of or conduct on the FOG Apps/Contents.

#### **J. TERMINATION.**

FOG reserves the right to terminate your access to all or part of this App, with or without notice, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of the Terms of Use. Further, you agree that FOG will not be liable to you or any third party for any termination of your access to the FOG Contents. Further, you agree not to attempt to use the FOG Contents after your user / subscriber account has been terminated.

You agree that if you are dissatisfied with the FOG's Contents, if you do not agree with any part of the Terms, or if you have any other dispute or claim with or against us with respect to the Terms or the FOG's Contents, your sole and exclusive remedy is to discontinue using the FOG Contents.

#### **K. DISCLAIMER.**

THE CONTENTS **IN THIS APP** ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, FOG DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF CONTENTS AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, FOG DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE APP AND/OR CONTENTS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE APP AND/OR CONTENTS WILL MEET YOUR REQUIREMENTS, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS APP OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT CONFIDENTIALITY OF ANY AND ALL INFORMATION TRANSMITTED THROUGH THE APP WILL BE MAINTAINED. FOG DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CONTENTS IN THIS APP IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. YOU (AND NOT FOG) AGREE TO BEAR THE ENTIRE COST OF ANY AND ALL NECESSARY SERVICING, REPAIR OR CORRECTION WITH RESPECT TO THE CONTENTS ON AND IN CONNECTION TO THE APP.

#### **L. LIMITATION OF LIABILITY.**

- To the fullest extent permitted by applicable law, FOG excludes all liability for any direct, indirect, incidental, special or consequential damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from (a) the use or the inability to use the App and/or Contents; (b) unauthorized access to or alteration of your transmissions or data, even if FOG has been advised of the possibility of such damages.
- You further agree that FOG is not responsible or liable to you for any threatening, defamatory, obscene, offensive or illegal conduct of other promoters and/or any infringement of another's rights, including intellectual property rights, occurring on or through the App.
- To the extent permitted by law, the total liability of FOG, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the Contents (or, if we choose, to offering you the Contents again).
- In all cases, FOG will not be liable for any loss or damage that is not reasonably foreseeable.
- We recognize that in some countries, you might have legal rights as a consumer. If you are using the Contents for a personal purpose, then nothing in these terms or any additional terms limits any consumer legal rights which may not be waived by contract.
- If you are dissatisfied with the App, the materials available on it, or with these Terms, your sole and exclusive remedy is to discontinue using the App.
- Without limiting any other provision of these Terms and Conditions, to the extent that any warranty of liability cannot be excluded, FOG's is not responsible for any acts voluntarily done by you.

**M. INDEMNIFICATION; LIABILITY FOR ALTERING, TAMPERING.**

- You agree to indemnify, defend and hold harmless FOG and its parents, subsidiaries, affiliates, officers, directors and employees from any loss, liability, claim, demand, damage, or expenses (including reasonable attorney's fees) asserted by any third party due to or arising from or in connection with your use of or conduct on the App, Content or messages posted or transmitted by you on or through the App.
- FOG reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, which shall not excuse your indemnity obligations. You hereby agree that if you unauthorisedly alter, access or tamper with the App or any of the material contained in the App you shall be liable for all loss and damages suffered by FOG or any third party on account of such acts."

**N. MODIFICATION TO THE APP.**

FOG reserves the right to modify or discontinue the App and/or your use of the Contents without prior notice. FOG shall not be liable to you for the same. By using this App and/or the Contents you are agreeing to be bound by the current version of these Terms.

**O. ABOUT THESE TERMS**

- FOG may modify these terms or any additional terms that apply to Content to, for example, reflect changes to the law or changes to our Contents.
- You should look at the terms regularly. FOG will post notice of modifications to these terms on this page. FOG will post notice of modified additional terms in the applicable Content.
- Changes will not apply retroactively and will become effective no sooner than fourteen days after they are posted.
- However, changes addressing new functions for Content or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for Content, you should discontinue your use of that Content.
- If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.
- These terms control the relationship between FOG and you. They do not create any third party beneficiary rights.
- If you do not comply with these terms, and if FOG does not take action right away, it does not mean in any way that FOG is giving up any rights that FOG may have (such as taking action in the future).
- If any of the terms which form a part of this Terms, is established to be not enforceable, it will not affect any other terms.

**11. MISCELLANEOUS.**

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

This is the entire agreement between you and FOG relating to the subject matter herein.

You confirm to have read and understood this agreement and agree to be bound by and abide to this agreement.