

Terms of Use

These terms of use (“**Terms**”) constitute a binding legal agreement between You (defined below) and JioStar India Private Limited (formerly known as Star India Private Limited) having its registered office at Star House, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel, Mumbai 400013, India (hereinafter referred to as “**JioStar**” / “**we**”/ “**us**”), (which expression shall include its successors and assigns), setting forth the terms and conditions which govern the use of this microsite (“**Site**”). The services provided by JioStar through the Site, including all Content and Presentation provided through this Site, shall be collectively referred to as “**Services**”. These Terms also include our privacy policy, available at <https://ads.hotstar.com/privacy-policy/> (“**Privacy Policy**”). Please note that the Terms include any guidelines, additional terms, policies, and disclaimers made available or issued by JioStar in connection with the Services from time to time.

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

You represent and warrant that You will not impersonate any person or entity, or falsely state or otherwise misrepresent Yourself, Your age or Your affiliation with any person or entity.

Through these terms, JioStar and the Client are collectively referred to as “**Parties**”.

The Site is intended for informational and business purposes only. The Site provides users, access to certain content and information in relation to the advertising and marketing services provided by JioStar (“**Content**”) on the audio-visual platform/application owned and operated by JioStar currently branded as ‘JioHotstar’ available on the website www.hotstar.com and includes all variants and successor applications, as may be re-branded from time to time (collectively referred to as the “**Platform**”).

In order to avail certain Services and Content, You will be required to provide your contact information which inter-alia may include your name, password, email address and company name (collectively “**Company Information**”). By providing such Company Information, You represent and warrant that You are authorised by the entity to provide such information on behalf of such entity. Your Company Information and/or personal information may be shared with an affiliate or group company of JioStar or a third party in relation to the provision of the Services and, in respect of personal information, processed in such manner as specified under the Privacy Policy. By providing the aforementioned information and/or signing up with JioStar, You represent that You have the authority and consent to provide such information and give us permission to contact You by phone and/or any other communication media.

Your information will be processed in accordance with our Privacy Policy, which governs how we collect, use, and protect your personal data.

Subject to Your compliance with these Terms, we grant You a **limited, non-exclusive, non-transferable, revocable license** to download and use any downloadable content or presentation made available on this Site (“**Presentation**”) solely for your internal business purposes. You **may not**:

- Reproduce, distribute, or display the Presentation publicly;
- Modify or create derivative works from the Presentation;
- Use the Presentation for resale, commercial redistribution, or competitive analysis.
- Use the Presentation to misrepresent and/or create any association with Jiostar whatsoever.

All content made available through the Site, including the PDF, text, graphics, logos, and trademarks, Presentation, etc., is owned or licensed by Jiostar and protected by applicable intellectual property laws. All rights not expressly granted are reserved.

You agree not to: i) use the Site in a way that violates any applicable laws or regulations; ii) provide false or misleading information; iii) attempt to gain unauthorized access to any part of the Site or its systems; iv) use technology or any automated system such as scripts, spiders, offline readers or bots in order to collect or disseminate information this Site or circumvent, delete, deactivate, decompile, reverse engineer, disassemble or modify any security technology or software that is part of this Site; or v); introduce or engage in activity that involves the use of viruses, software disabling codes, bots, worms, or any other computer code, files or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permit the unauthorized use of or access to a computer or a computer network.

The Site and its Content are provided “**as is**” and “**as available**” without warranties of any kind, express or implied. We do not guarantee that the Site or the downloadable content will be error-free, complete, or suitable for your specific business needs.

To the fullest extent permitted by law, Jiostar shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits or revenue, arising from Your use of the Site or reliance on any Content obtained from the Site.

Jiostar has agreed to provide Services under these Terms on the basis of the representation that You are not subject to any economic sanctions administered by the United States, His Majesty’s Treasury of the United Kingdom, the European Union or any of its member states, or the United Nations, whether as a result of the specific designation of that person, its ownership or control, the jurisdiction in which it is located, organized, or resident, or otherwise (“**Sanctions**”). Further, if such Sanctions are imposed at any point of time, You warrant that You shall be responsible to inform Jiostar immediately about the same as soon as it comes to Your knowledge. If at any time during the term of the Agreement, it comes to the knowledge of Jiostar that You are subject to any Sanctions, it shall be deemed to be a material breach of these Terms by You and Jiostar shall, without prejudice to anything contrary mentioned in these Terms in its sole discretion, have the right to forthwith, terminate the Terms with You with immediate effect and any and all other arrangements with You.

You agree to indemnify, defend and hold harmless Jiostar, its subsidiaries, affiliates, group companies and agents and each of their respective officers, directors, employees, successors and assigns from and against any and all claims, suits, proceedings, losses, damages, liabilities,

costs, demands or expenses (including but not limited to attorney's fees) of any kind arising out of: (i) Your access or use of the Platform, Site and/or Services; (ii) any breach by You of Your representations, warranties or obligations under these Terms; (iii) Your violation of the rights of a third party or JioStar, including but not limited to any intellectual property right, trade secret, privacy right or consumer protection right; and (iv) Your negligence or wilful misconduct; These obligations will survive termination of these Terms.

We reserve the right to modify or update these Terms at any time. Changes will become effective upon posting. Your continued use of the Site constitutes your acceptance of any such changes.

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