

TERMS AND CONDITIONS - ARTIST

These Terms and Conditions detail out the terms of use of this Platform (*defined hereinafter*) by You ("**Terms**").

You (hereinafter referred to as "**You/Yourself/Artist**", which expression shall unless it be repugnant to the context or the meaning thereof mean and include its successors and permitted assigns).

Happygaana Entertainment Private Limited shall be hereinafter referred to as "**The Company**" or by its brand name "**Happydemic**" as the reference may require.

"**The Company**" and the "**Artist**" shall be individually referred to as "**Party**" and collectively as "**Parties**" as the case may be.

This document is an electronic record in terms of the Information Technology Act, 2000 and Rules there under, as applicable and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000 from time to time. This electronic record is generated by a computer system and does not require any physical or digital signatures.

By clicking the "**I Agree**" button at the end of this page you irrevocably and unconditionally accept and acknowledge that you have read these Terms and agree to be bound by the Terms as well as additional terms, including but not limited to the Privacy Policy available at www.happydemic.com/privacy-policy, Code of Conduct available at www.happydemic.com/code-of-conduct and any other policy as may be displayed on the Platform from time to time which is deemed incorporated in these Terms and form an integral part of these Terms and these Terms will become a legally binding contract between Happydemic and Yourself. These Terms apply in addition to any other terms and conditions that Happydemic may require to be included from time to time. Happydemic shall notify You of these changes and You will have an option to accept or reject the amendments. Should you reject the amended terms or continue to use the Platform and Services, save as maybe provided hereunder, these Terms shall be deemed terminated forthwith and you can no longer avail the Services.

If you do not agree to the Terms, then You should discontinue Use.

1. Definitions

- 1.1. "**Advertisements**" shall mean promotion, press conferences, interviews, promotional events, functions, shooting of commercials, promos, publicity and/or marketing of any products, content, episodes, program, services, events etc. by the Artist for the Company through photo-shoots, video-shoots, ad-campaign shoots, retail and promotional appearances, print / outdoor campaigns, retail signage's, retail collaterals, brand collaterals, internet, telecom, mobile, television, radio advertisements, packaging, mailers, official marketing communication, collaterals, merchandise and media appearances in relation to the Platform or any events or performances for any Customer pursuant to a Booking.
- 1.2. "**Application**" means the Company's software application named Happydemic which can be downloaded/installed on mobile phones, tablets or any other device known today or in the future.

- 1.3. **“Applicable Law”** means all applicable laws, bye-laws, rules, regulations, circulars, notifications, ordinances, protocols, codes, guidelines, policies, notices, directions, orders, decrees or judgments of courts or other requirements of any Governmental authority.
- 1.4. **“Artist”** shall include
 - 1.4.1. new, fresh and upcoming artists; or
 - 1.4.2. Experienced and popular artists; or
 - 1.4.3. artist agencies representing the Artists;
 - 1.4.4. Group Artists.

The Terms apply to the relationship between the:

- Artist and Company; or
- Artist (including their agents/representative/sponsors) and Company;

For the sake of clarification, the Terms mentioned herein shall be fully applicable to such agency/representatives/sponsors and the Artists. Also, such agencies/sponsors shall be responsible to ensure that the said Artist complies with the Terms of this Platform in its entirety.

In the absence of an Artist being affiliated with any such Agency or Sponsors, the Artist can contact Happydemic Support (by sending an e-mail to support@happydemic.com) for further course of action.

- 1.5. **“Audio”** means any original or remixed audio or a link to a third-party website containing an audio of a length of not more than three minutes and is of high quality.
- 1.6. **“Booking”** shall mean a confirmed booking of an Artist by a Customer made by Company pursuant to a Request for Booking by the Customer and the successful payment for the engagement of the Artist.
- 1.7. **“Confidential Information”** shall have the meaning ascribed to such term in clause 14 of these Terms.
- 1.8. **“Customer”** or **“User”** shall mean any customer of the Company’s Platform and Services, who have agreed to the Terms of Use for the User on the Platform.
- 1.9. **“Fees”** shall have the meaning ascribed to such term in clause 5 of these Terms.
- 1.10. **“Force Majeure Event”** includes fire, earthquake, flood, epidemic, strike, lockout, labour controversy, riot, civil disturbance, war, civil commotion, acts of God, failure or delay of any transportation agency, laboratory, or any other furnisher of essential supplies, equipment, or other facilities, omissions or acts of public authorities that prevent or delay the performance of an obligation relating to the acts of public authorities, including changes in law, regulations, or the policies of the Government, or other regulatory authority acts which are beyond the control of any Party, or any other reasons which cannot reasonably be

forecasted or provided against, and which cannot be predicted by men of ordinary prudence.

- 1.11. **"Indemnifying Party"** shall have the meaning ascribed to such term in clause 11 of this Terms.
- 1.12. **"Indemnified Party"** shall have the meaning ascribed to such term in clause 11 of this Terms.
- 1.13. **"Performance"** means the live performance by the Artist for which a Booking has been made by the User.
- 1.14. **"Personal Information"** means information including but not limited to: (i) name, (ii) age, (iii) date of birth, (iv) email address, (v) current address and Permanent address (vi) phone numbers, (vii) passwords (viii) PAN No., Passport No., Driving license, Voters ID or any such information that is considered to be sensitive information as per the Applicable Law and capable of identifying a person.
- 1.15. **"Person"** means and includes an individual, proprietorship, partnership, corporation, company, unincorporated organization or association, trust or other entity, whether incorporated or not.
- 1.16. **"Platform"** means the Website as well as the Application.
- 1.17. **"Request for Booking"** shall have the meaning ascribed to such term in clause 3.2 of this Terms.
- 1.18. **"Services"** means the services provided by the Company to the Artist through its Platform which include the services as detailed in Annexure 'A':
- 1.19. **"Service Fee"** shall mean the fees payable to Happydemic by the Artist out of the Fees receivable from the Customer.
- 1.20. **"Video"** means any original or remixed video or a link to a third-party website containing a video of a length of not more than three minutes.
- 1.21. **"Website"** means official website of the Company being www.happydemic.com.
- 1.22. **"Works"** means any Video and optionally an Audio of the artistic work of the Artist as uploaded by him on the Platform

In addition to the definitions contained in this clause 1 above, this Terms contains further definitions as set out in the main body of the Terms.

2. Use of the Platform and its Services:

- 2.1. Creating an account as an Artist on the Platform:

- 2.1.1. You will be required to download/install the Application or access the Website and create a new account. For this purpose, You will be required to share your Personal Information such as your email address, contact number and other information as mandated in the account opening form. You shall upload your image and a brief description about You and Your past experience to personalize Your account. Happydemic shall send You a One Time Password (“**OTP**”), on your registered contact number, for the purpose of authentication of Your Personal Information. Only upon such authentication, will You be able to login to Your account (“**OTP Verification**”).
- 2.1.2. However, for the purpose of verification, You will be required to upload your Pan Card / Passport First and Last Page /Valid Driving License or a valid Work Permit in the event you are not an Indian citizen (“**ID Proof**”). Your ID Proofs will be manually verified within 48 hours of providing the details. Kindly note in certain circumstances for purpose of verification, the Company may require other documents which shall be made available by You within the stipulated time to avail the Services provided by the Company (“**Identity Proof Verification**”).
- 2.1.3. Only upon completion of clause 2.1.4 (OTP Verification) and clause 2.1.5 (Identity Proof Verification) will You be able to upload Your Work on Your artist account.
- 2.1.4. Notwithstanding the above, the Company in certain circumstances may require further authentication steps as the case may be.
- 2.1.5. If You are accessing the Website and/or downloading/installing the Application and availing the Service on behalf of a company or any legal entity, then You are required to have the legal authority which binds the company or the legal entity to the Terms. In such a case the company will be liable for all the obligations and all the Terms which are applicable to You personally, including the payment obligations. In the event, such a company or legal entity refuses to be bound by the terms of this Agreement, You will be personally held liable to comply with the Term stipulated herein.
- 2.1.6. You are solely responsible for maintaining the confidentiality of your username and password at all times. In the event anyone uses Your login information with or without your permission, the Company takes no responsibility for any activities including transactions that may have occurred in your account.
- 2.1.7. The Company stores your password only for the purpose of enabling access to Your account. The Company may assist you in changing the password after verifying Your identity.
- 2.1.8. Subject to the Terms set forth herein, the Company grants You a personal, non-exclusive, non-transferable, non-sub licensable, limited right to access and use the Platform and the contents therein.
- 2.1.9. Notwithstanding anything contained herein, Company reserves the right to deny or terminate the user accounts to any Artist at its discretion.

2.2. Use of the Platform and its Services:

- 2.2.1. Upon activation of the account, You will be able to upload Your Work, and a brief description of Yourself and Your past experience on the Platform.
- 2.2.2. We are an intermediary for the purposes of the Information Technology Act 2000 and any other law and reserve the right to take down or restrict the uploading of any Work pursuant to the Applicable Laws and our internal policies.
- 2.2.3. The Company will carry out an internal due diligence on the Works before it is available for viewing by the Users of the Platform. We typically require a maximum period of 48 hours from the time You upload, however, we reserve the right to require more time at our discretion. In any case, the Company shall have the right to take down any Work either by court or administrative order or at its own discretion. However, You accept that the Company shall not be responsible or liable for any third party infringement of any intellectual property rights.
- 2.2.4. The Company will have the right to edit Your profile to match the standard of professionalism to match the standard of the Platform before it is made public. You hereby give explicit right to the Company to edit Your profile.
- 2.2.5. You agree that the decision of the Company is final with respect to whether a Work should be uploaded or taken down and shall not be disputed for any reason whatsoever.
- 2.2.6. You shall not use this Platform for any purpose that is unlawful, illegal or forbidden by law, such as:
 - a) to infringe any copyright and other proprietary right contained in any content of the Company or another fellow Artist on the Platform or any third party whatsoever.
 - b) to transfer the content of this Platform to any other Person unless the User gives such Person notice of, and such Person agrees to accept, the obligations arising under these Terms.
 - c) to host, display, upload, modify, publish, transmit, update or share any information that harms minors in anyway or is grossly harmful, harassing, blasphemous defamatory, 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;
 - d) to copy, decompile, reverse engineer, or otherwise attempt to discover any source code, sell, assign or otherwise transfer any intellectual property in the Platform and / or Services other than as agreed in the Terms.
 - e) in any manner other than as agreed in the Terms.
- 2.2.7. Each Artist hereby agrees to comply with the laws applicable to them individually in their jurisdiction and these Terms.

2.2.8. The Company may, at its sole discretion, at any time and without prior notice or liability, suspend, terminate or restrict Your access to all or any component of the Platform and the Services.

3. Company's Services

- 3.1. The Company provides You the opportunity to upload Your Work, brief description and work experience on the Platform which can be viewed by the Users of the Platform.
- 3.2. The Users can thereafter send a request to book You for a Performance at a specific date and time. For this the User can send a request through the Platform to book You for a performance ("**Request for Booking**").
- 3.3. Once a Customer places a Request for Booking, the Company will forward to You the details of the Request for Booking, to which You are required to revert within 48 hours on the acceptance or rejection of the same. Thereafter, on acceptance of the Request for Booking, Happydemic shall send You a "Booking Confirmation Email" which specifically contains (i) booking and Customer details (ii) Commercials (iii) Link to Artist Terms and Conditions, Privacy Policy and Code of conduct. An artist needs to acknowledge this email which is considered as an acceptance to all the specifications.
- 3.4. In the event You do not revert within 48 hours the Request for Booking will be automatically cancelled.
- 3.5. The Company shall have no responsibility or obligation to ensure a guaranteed Booking after You confirm your availability. Additionally, the Company will not be liable to You for any failure on part of the User to complete the Booking or any loss or damage that may arise from the User's failure from making a Booking.
- 3.6. Once the Booking is made, You shall be obligated to comply with the terms of such Booking and You accept that the Booking can be cancelled by either the User or You as per clause 6 below.
- 3.7. You understand, acknowledge and accept that the Company is not responsible in the event the User cancels his Booking.

4. Obligations and Services to be rendered by the Artist

- 4.1. Subject to this Terms, the Artist shall render his services in the form of Performance to the Customer engaging the Artist through the Platform for which the Fees are paid to the Artist.
- 4.2. The Artist shall perform at the time, date and place for which a Booking is made by the User or for any Advertisements pursuant to the same as may be agreed as a part of the Booking terms.
- 4.3. The Artist further agrees that the Company may require the Artist to publicize or undertake Advertisements or promotional activities for the Company, or other events organized by the Company, during the tenure of these Terms.

- 4.4. The Artist agrees to abide by all of his/her obligations as set forth in these Terms and provide services as per the requirement of the Company.
- 4.5. The Artist shall render the services to the best of her/his skill and ability in a competent, diligent, professional, workmanlike manner and be willing to co-operate with others involved. The Artist agrees to abide by the decorum and Code of Conduct for Artists which is accessible at www.happydemic.com/code-of-conduct.
- 4.6. The Artist shall make best endeavours to give a Performance of highest quality as required by a performer of his/her stature. The Artist shall always be presentable and in a condition fit to render the Performances at such location or locations for which a Booking is made.
- 4.7. In the event the Artist needs to perform in a city outside his own city as mentioned in the residential address, the Artist may be required to travel for the purpose of a Performance for which the travel allowance, lodging costs and other expenses shall be included by the Artist in the Fee as specified in clause 5 below.
- 4.8. In the event of local performances, any travelling costs shall be included in the Artists fees for performance

5. Fees and Payments

- 5.1. At the time of confirming a Request for Booking, the Artist will be required to provide a quotation for his/her Fees. This Fee shall include ("**Fees**"):
 - 5.1.1. travel, lodging and boarding costs, if any as per clause 4.7;
 - 5.1.2. consideration for his Performance; and
 - 5.1.3. Service Fee payable to the Company shall be mentioned in the Booking Confirmation Email to the Artist
- 5.2. All the Fees are inclusive of taxes levied under Applicable Laws. The Service Fees payable to Happydemic shall be inclusive of GST.
- 5.3. The Service Fees are final and non-negotiable.
- 5.4. The Fees shall be paid to the Artist by NEFT/RTGS (direct credit to their bank account registered with us) or cheque which shall be sent to the address of the Artist as provided at the time of registration.

6. Cancellation of Booking and Refunds

The Booking can be cancelled by either the Artist or the Customer.

- 6.1. Cancellation by Artist:
 - 6.1.1. Cancellation of a Booking by the Artist is detrimental to the reputation of the Company and loss of its business and the Artist agrees that Artist will be charged a penalty for this cancellation.

- 6.1.2. For the purpose of cancellation You will be required to send an email to support@happydemic.com along with your a) Booking reference number, b) event date, c) Username, and d) Fees charged.
- 6.1.3. The Artist will be required to compensate the Company with 50% of the Fees for the inconvenience caused to the User and the losses incurred to the Company due to a cancellation which will be required to be paid by the Artist to the Company within 10 days of such cancellation. The Artist shall be intimated of the same through an email which will be sent to his registered email address.
- 6.1.4. In the event the Artist fails to pay the Company the penalty, he will be charged an interest of 1% per month from the 11th day of cancellation.
- 6.1.5. In the rare instance where exigencies arise, an Artist may need to cancel a booking. In such cases, we may elect to forgo the cancellation penalties outlined in this Terms. Such cases will be contingent on proper documentation, where valid, and include:
 - a) Death in the family;
 - b) Serious illness or serious illness in the family;
 - c) Natural disaster in the country; and
 - d) Political unrest in the country.

6.2. Cancellation by User/Customer:

A Customer is allowed to cancel his Booking for any reason whatsoever subject to terms and conditions mentioned in User Terms and Conditions.

- 6.2.1. The Company shall not be responsible in any manner whatsoever in the event that a User cancels a Booking and for any loss/damages that may occur to You due to such a cancellation, except when the User cancels the Booking within 24 hours of the Performance taking place.
- 6.2.2. If a User cancels a Booking within 24 hours of the Performance taking place, then in such case You shall be entitled to receive 50% of the Fees.

7. Representations and Warranties of the Artist

You represent, warrant and covenant that:

- 7.1. You represent and warrant that You are of legal age as per the laws of India and are eligible to enter into legally binding contracts.
- 7.2. If you are an artist falling under Clause 4.1.2, 4.1.3 and 4.1.4 of the Terms; your agent/ sponsor is an individual/ entity which is eligible to be bound by the Terms and nothing prevents them from being bound by these Terms.
- 7.3. There are no pending cases or threatened cases against you, your agent/ sponsors which prohibits you from performing your obligations under these Terms.
- 7.4. In the event that You are not a citizen of India, you will be required to have a valid work permit / permission issued under the laws of India and your respective country of citizenship/domicile for rendering the Performances.
- 7.5. You agree not to download/install/use the Platform, its features and Services if You do not satisfy the criteria set out herein.

- 7.6. You are free to consent to this Terms and that this Terms constitutes valid, legally binding and enforceable obligations of the Artist;
- 7.7. You are not under any agreement, disability, restriction or prohibition, legal or otherwise, which might prevent You from Performing or observing any of the obligations provided in this Terms;
- 7.8. You are the sole, absolute, unencumbered legal and beneficial owner of the Works as uploaded on Your account. The Works as uploaded by You are not under any opposition, litigation or any dispute of any nature whatsoever.
- 7.9. In rendering Performance in pursuance of this Terms, You shall not (i) infringe the copyright, trademark or any other right of any third party, (ii) use any obscene language / gestures or make defamatory and/or derogatory statement concerning inter alia any event and / or any person deceased or alive, which could expose the Company to civil and / or criminal proceedings or bring disrepute or harm to their name and / or goodwill;
- 7.10. You shall not do any act which may bring the Customer or the Company, into public disrepute, or offend any community or public morals;
- 7.11. You shall, in all public appearances, use Your judgment in respect of Your general demeanour and choice of language, so as to create an atmosphere which would be conducive to rendering of the Performance, and for the Advertisement and/or promotion of the Company;
- 7.12. You shall not at any time liaise with and perform for a User who had previously Booked You or who has obtained Your information through the Platform without using the Services as offered on the Platform thereby, causing any losses in any manner whatsoever to the Company.
- 7.13. You shall not, at any time, use the Company's logos or trademarks, in connection with any kind of advertising, promotion, publicity, merchandise, tie-in, product or service or otherwise without the prior written consent of the Company which the Company shall not withhold mindlessly;
- 7.14. You undertake to keep the Company informed of Your telephone number, address;
- 7.15. You shall discharge all tax and/or other withholding obligations required under any national, state and local laws, regulation or orders that may be in force now or at any later point in time. The Artist shall indemnify and hold the Company harmless in respect of payment of any taxes and other withholdings in respect of payments received under this Terms in this regard and in respect of the services provided by You.
- 7.16. You alone shall be responsible for bearing income tax and other tax liability where applicable and ensuring compliance with all regulatory requirements arising from the receipt of consideration received from the Company with respect to the services rendered by You.

8. Links to Third Parties

- 8.1. The Company may provide links to various third parties including but not limited to PayU Biz, YouTube, etc. on its Platform. You accept and acknowledge that if such third party link directs You to an external website, The Company is not responsible for any or all content on such third party website. If You decide to visit any such external link, You agree to do so at your own risk, responsibility and liability.
- 8.2. The Company makes no warranties, representation or endorsements relating to the content, information, products or services as may be appearing on these websites. The Company does not endorse any service provider listed on its Website or Application.

9. Privacy

- 9.1. As an Artist on the Platform, You will be sharing Personal Information with Happydemic. Any information shared with Happydemic is subject to Happydemic's Privacy Policy (www.happydemic.com/privacy-policy) and the terms, guidelines and requirements set out therein along with the Applicable Laws of the jurisdiction. Such information may be stored and used for the purposes as stated in the Privacy Policy upon Your approval. Your continued use of the Platform provides Your acceptance to the terms of the Privacy Policy and to be bound by the same. The Company understands the value and importance of your Personal Information and agrees to use the best possible security devices to protect the same. Such Personal Information may also be shared with certain third parties engaged by Company for providing services.

10. Proprietary Rights

- 10.1. All trademarks, service marks, logo marks and designs (collectively called as "**Marks**") displayed on the Platform whether registered or unregistered are the sole property of the Company and/or its licensors. All rights to such Marks are reserved. You cannot use these Marks without written permission from the Company and/or its licensors as the case may be who have the sole authority to decide if such Mark should be licensed to You for Your use.
- 10.2. All copyrightable and other intellectual property content on the Platform, including but not limited to design, text, software, technical drawings, configurations, graphics, other files, and their selection and arrangement, are either the proprietary content of the Company, or are the proprietary property of the Company's licensors. All rights to such content are reserved. All the Works uploaded by You is Your property and the Company is not responsible for protecting Your Intellectual Property Rights.
- 10.3. You are not allowed to use any of the content or intellectual property without the Company and/or its licensors written permission.

11. Indemnification

- 11.1. Without prejudice to the other provisions of this Terms or any other rights of each of the Parties, the Artist ("**Indemnifying Party**") shall indemnify and keep indemnified the Company ("**Indemnified Party**") from and against any and all actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses

(including, without limitation, attorneys' fees and disbursements) (collectively "Loss") relating to or arising out of:

- 11.1.1. any inaccuracy in or breach of the representations, warranties or covenants made by the Indemnifying Party; or
- 11.1.2. cancellation of the Performance by the Artist as per clause 6.1 of this Terms; or
- 11.1.3. any breach of this Terms by the Indemnifying Party, or resulting from the Indemnifying Party's negligence, misrepresentation or wilful misconduct in its performance; or
- 11.1.4. any other conduct by the Indemnifying Party, or its employees or agents, as a result of which, either in whole or in part, the Indemnified Party is made a party to, or otherwise incurs any Loss or suffers any damages pursuant to any action, suit, claim or proceeding arising out of or relating to any such conduct; or
- 11.1.5. any act or omission undertaken by an Indemnified Party at the request of or with the consent of the Indemnifying Party; or
- 11.1.6. any contravention of any law (s) relating to and any action or proceedings taken against the Indemnified Party in connection with any such contravention or alleged contravention by the Indemnifying Party.

12. Limitation of Liability

- 12.1. The Company (including its officers, directors, employees, representatives, affiliates, Artists, partners and providers) will not be responsible or liable for:
 - 12.1.1. any injury, loss, claim, act of god, accident, delay, or any direct, special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including without limitation lost profits or lost savings), whether based in contract, tort, strict liability or otherwise, that arise out of or is in any way connected with (i) any failure or delay (including without limitation the use of or inability to use any component of the Platform or the Services), in the provision of the Services of the Platform; or (ii) any use of the Platform or content available on the Platform, or (iii) the performance or non-performance by the Customer, Payment Gateways or any third party partner or service provider, even if the Company has been advised of the possibility of damages to such parties or any other party, or;
 - 12.1.2. any damages to or viruses that may infect an Artist's computer equipment or other property as the result of the User's access to the Platform or the Artist's downloading of any content from the Platform.
- 12.2. To the extent that any jurisdiction does not allow the exclusion or limitation of direct, indirect, remote, exemplary, incidental, special or consequential damages, or punitive damages, the above limitation or exclusion may not apply and in such cases, you hereby agree that our aggregate liability towards You, under any circumstances or in any event shall not exceed INR 1000.

13. Warranty Disclaimer

- 13.1. The Platform and Services as provided by the Company are provided on an "AS IS" and "AS AVAILABLE" basis. The Company expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of

merchantability, fitness for a particular purpose, title, non-infringement, and security and accuracy, as well as all warranties arising by usage of trade, course of dealing, or course of performance.

- 13.2. The Company makes no warranty, and expressly disclaims any obligation, that:
 - 13.2.1. the content on the Platform is up-to-date, complete, comprehensive, accurate or applicable to the User's circumstances;
 - 13.2.2. the Platform will meet any Artist's requirements or will be available on an uninterrupted, timely, secure, or error-free basis;
 - 13.2.3. the results that may be obtained from the use of the Platform or Services offered through the Platform will be accurate or reliable; or
 - 13.2.4. The Platform content may contain inaccuracies and typographical errors.
- 13.3. The Company does not warrant the accuracy or completeness of any such content or the reliability of any advice, opinion, statement, memorandum or other information displayed or distributed through the Platform.
- 13.4. The Company disclaims any and all warranties whether express or implied, with respect to any service, materials, the operation of the Platform or the information, content, quotes or products, if any, that are on the Platform. The Company excludes liability for any claims, losses, demands or damages of any kind whatsoever, including but not limited to direct, indirect, incidental, or consequential loss or damages, compensatory damages, loss of profits, or data or otherwise.
- 13.5. Neither the Company and/or its affiliate(s)/ related entities nor people involved in the creation, production and distribution of the Company's Services warrant that the functions and links contained will be uninterrupted, error free or free of viruses and/or any harmful and inappropriate content.

14. Confidentiality

- 14.1. The Artist acknowledges that pursuant to this Terms, certain information, which is confidential and/or proprietary in nature and includes data, information or documents, whether or not explicitly designated as "confidential", disclosed or to be disclosed (including information transmitted in written, electronic, magnetic or other form and also information transmitted orally, visually or by other means), and any and all information which may be developed or created, in whole or in part, directly or indirectly, from such information (altogether, "**Confidential Information**") whether disclosed orally or in writing, is the property of the Company and is valuable, special and unique to the business of the Company.
- 14.2. The Artist agrees that Confidential Information which has been or will be disclosed by the Company to the Artist in confidence will be used only for Performance under, and in accordance with this Terms.
- 14.3. The Artist agrees not to disclose any Confidential Information provided to him/her/them to any Person (except to the Artist's professional advisors, if any), without the prior written consent of the Company.

- 14.4. The Parties hereto reserve the rights to disclose such details of arrangement under this Terms, if required to do so by statutory or other government authorities, as may be required under Applicable Law. The Artist shall not, however, disclose the contents of this Terms in any other circumstance, whatsoever, without the prior written consent of the Company; in default whereof, the Company reserves the right to terminate the contract with the Artist, forthwith.
- 14.5. This Clause shall survive the termination of the contract with the Artist.
- 14.6. Upon termination of the contract with the Artist, the Artist shall forthwith return all Confidential Information and confirm in writing to the Company that all such material has been returned in compliance with this Terms or has been destroyed at the instruction of the Company.
- 14.7. Public Announcement: No public announcement of the subject matter of this Terms shall be made by the Artist except with the prior written approval of the Company.

15. Additional Terms and Conditions

- 15.1. The Parties are deemed to have entered into this binding contract with effect from date of acceptance by the Artist of these Terms by clicking "ACCEPT" button or from the date that they send an email confirmation, confirming their acceptance of these Terms ("Effective Date"). These Terms shall continue to subsist until terminated as hereinafter provided.
- 15.2. You may not assign or otherwise transfer the Your account or your rights or obligations under these Terms. The Company may assign its rights and duties under these Terms without any such assignment being considered a change to the Terms and without any notice to You.
- 15.3. Any failure by the Company to act on a breach of these Terms by an Artist on any occasion, is not a waiver of the Company's right to act with respect to future or similar breaches.
- 15.4. Usage of the Platform following the posting of notice of any modification will be subject to the Terms in effect at the time of usage. If an Artist objects to these Terms or any subsequent modifications to these Terms or become dissatisfied with the Platform and/or the Services in any way, the Artist's only recourse is to immediately terminate use of the Platform and the Services.
- 15.5. These Terms, together with those agreements and policies made a part of these Terms by reference, make up the entire contract between the Company and the Artist relating to such Artist's use of the Platform and the Services.
- 15.6. Each Artist acknowledges that such Artist has read and understood these Terms, and that these Terms have the same force and effect as a signed agreement.

16. Notices

Any notice to be given by any Party to this Terms shall be in writing and shall be deemed to be duly served if delivered by hand delivery, prepaid registered post or through a delivery service/courier:

To the Company:

Address: 301, Narain Chambers, Mahatma Gandhi Road, Vile Parle East, Mumbai - 400057

Attention: Mrs. Samipa Jolly Shaw

Email: support@happydemic.com

To the Artist: At the address and email ID registered with the Company

17. Governing Law and Dispute Resolution

- 17.1. This Contract is governed by the laws of India. Subject to the provisions of clause 17.2 below, the competent courts of Mumbai shall have jurisdiction in respect of any matter or dispute connected with this contract.
- 17.2. All disputes and differences between the Parties arising out of or in connection with this contract or its performance shall, so far as it is possible, be settled amicably through consultation between representatives of the Parties. If after 30 (thirty) days of consultation, the Parties have failed to reach an amicable settlement, on any or all disputes or differences arising out of or in connection with this contract or its performance, such disputes or differences shall be submitted to final and binding arbitration at the request of any of the Parties to the dispute upon written notice to that effect to the other.
- 17.3. Such arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and the seat and venue of the arbitration proceedings shall be Mumbai and all proceedings shall be conducted in English.
- 17.4. The arbitration panel shall consist of a sole arbitrator mutually appointed by the Artist and Happydemic within 30 days of receipt of Arbitration Notice. In case of failure of the Parties to mutually appoint the sole arbitrator, then either Party shall be entitled to approach appropriate authority for appointment of arbitrators in the manner set out in the Arbitration and Conciliation Act, 1996.
- 17.5. Arbitration awards rendered shall be final and binding and shall not be appealable to the extent permitted by Applicable Law. Costs of the arbitrator/s shall be shared equally by the Parties unless otherwise awarded by the arbitrators. The arbitrators shall also have the power to award costs in relation to the matter being arbitrated. Until such award, each Party shall bear its own costs.
- 17.6. Nothing shall preclude any Party from seeking interim or permanent equitable or injunctive relief, or both from any court having jurisdiction to grant the same. The pursuit of equitable or injunctive relief shall not be a waiver of the duty of the Parties to pursue any remedy for monetary damages through the arbitration described in this clause.

18. Force Majeure

In the event this Terms cannot be performed, or its obligations cannot be fulfilled due to Force Majeure Events and such Force Majeure Events continue for a continuous period of 1 month, then the Company may, in its discretion, terminate this Contract by giving a notice in writing to the Artist.

19. Independent Contractor

The Artist's relationship with the Company is one of independent contractors, and nothing in this Terms will be construed as creating a partnership, agency or employment relationship between the Parties.

20. Waiver and Severability

Under no circumstances will these Terms be deemed to be waived for any other rights or provisions. In the event of any of these Terms being considered invalid or if not enforceable in any jurisdiction due to conflict with local Applicable Laws, all other provisions will continue to be in effect. In the event, the material clauses are held invalid, and the Parties are interested in continuing their relation, the parties may reach a legally acceptable amicable solution within 15 days of knowledge of the inapplicability of the Terms and the same being conveyed to the other party.

Annexure 1

Services provided by the Company to the Artists

- (a) Permitting the Artists to create an account through the Platform.
- (b) Providing the Platform and infrastructure enabling Artists display their Works and advertise themselves to an aggregate of Users.
- (c) Allowing the User/Customer to search and browse for various Artists within their budget.
- (d) Permitting the Users/Customer to view the Works of the Artists.
- (e) Permitting the Users to book and pay for the performance of the Artists.
- (f) Liaising with the Artists for coordination as provided in the Terms for the Artist.

ARTIST CONFIRMATION AND ACCEPTANCE

Use of Platform is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Platform.

I HEREBY CONFIRM THAT I AM 18 YEARS OF AGE OR ABOVE AND HAVE THE LEGAL CAPACITY TO ACCEPT THE TERMS AND CONDITIONS FOR GRANT OF SOCIAL LOAN AND POLICIES.

I HEREBY CONFIRM THAT ALL THE INFORMATION PROVIDED BY ME IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

I CONFIRM THAT I HAVE FULLY UNDERSTOOD THESE TERMS AND CONDITIONS.

INSERT NAME: _____

I ACCEPT