

**END USER LICENSE AGREEMENT**  
**&**  
**GENERAL TERMS & CONDITIONS**

**Last Updated on September 11, 2024**

This document is an electronic record in terms of the Information Technology Act, 2000 (as may be amended, modified, re-enacted, consolidated or replaced from time to time) and rules thereunder pertaining to electronic records as applicable and amended from time to time, and is published in accordance with the provisions of Rule 3 of the Information Technology (Intermediaries guidelines and Digital Media Ethics Code) Rules, 2021 which mandates ZUPOTSU (as defined below) as an intermediary to publish the terms and conditions and other rules and regulations, for access or usage of the Platform (as defined below). This document is generated by a computer system and does not require any physical or electronic signature.

**1. INTRODUCTION**

Welcome to the ZUPOTSU platform. The use of the terms ‘ZUPOTSU’, ‘We’, ‘Us’, ‘Our’ in these Terms and Conditions of Use (‘**Terms**’) shall refer to Amaltas Haat Private Limited, a company duly organized under the laws in India, which is engaged in operating the website located at [www.zupotsu.com](http://www.zupotsu.com) (‘**Website**’).

For the purpose of these Terms, wherever the context so requires, ‘You’, ‘Your’, ‘Yourself’ and/or ‘User(s)’ (as further defined below) shall mean any natural or legal person(s) who accesses or visits the Platform, uses, or avails the Services offered on the Platform and registers or provides any information on the Platform, irrespective of whether such person constitutes an individual, company or other entity. Any titles or headings inserted in these Terms are for convenience only and shall not affect the interpretation of the provisions of the Terms.

Users acknowledge and understand that ZUPOTSU™ is the sole owner of the Platform, and these Terms govern Your access and use of all features, content, and other services that ZUPOTSU owns, controls and makes available to User(s) through ZUPOTSU’s online Platform and any other applications, tools, products, and services that ZUPOTSU may provide from time to time on the Platform (collectively, ‘**Services**’ as elaborated hereunder). By visiting or accessing the Platform, registering and creating an Account on the Platform, using and availing the Services available on the Platform, providing any information on the Platform, and otherwise making use of the Platform, whether impliedly or expressly, You acknowledge and accept these Terms and enter into a binding contract with ZUPOTSU.

ZUPOTSU encourages and advises all Users to read and understand these Terms prior to making use of the Platform and the Services. Your use of, and access to, the Platform and Services is subject to these Terms. Any usage of the Platform or Services in any manner whatsoever shall be governed by these Terms read with the privacy policy published on the Platform (‘**Privacy Policy**’) along with any other applicable terms or policy which may be published on the Platform or any applicable agreement which may be concluded between ZUPOTSU and User (collectively ‘**Policies**’) which shall together make up the collective agreement between the User and the Company.

User(s) acknowledge and accept that the User(s) shall be subject to and bound by the same, regardless of how the Users, or anyone on the User's behalf, has accessed or used the Platform or Services. If the User does not want to be bound by the Terms, they must not retain, access and/or use the Platform or Services in any manner whatsoever. Anything done, caused to be done, whether expressly or impliedly, in contravention of these Terms, may render the User liable for legal action.

## 2. DEFINITIONS

For the purposes of these Terms, in addition to any words, expressions or terms expressly defined in the introduction and in the text of these Terms, any references to the following terms, words and expressions, wherever used in these Terms, unless repugnant to the meaning or context thereof, shall have the following meanings:

- **'Applicable Law(s)'** shall mean the applicable laws, statute, rule, regulation, ordinance, guideline, by-law, or subordinate legislation of India as well as all amendments to the same which come into force from time to time;
- **'Asset(s)'** shall mean the sports marketing assets including sports athletes, sports personalities, sports teams, tournaments, organizations and/or other sports related entities, content, properties or technology solutions that are owned, managed or controlled by Seller(s) which may be listed on the Catalogue by Seller(s) in accordance with these Terms;
- **'Business Partner(s)'** shall mean any natural and legal person(s) with which ZUPOTSU has a business arrangement or collaboration with under a definitive agreement, in relation to the functioning of the Platform and its Services, such as for facilitating, providing and/or delivering certain functionalities on the Platform including any features or aspects of any Services provided to User(s) on the Platform;
- **'Buyer(s)'** shall mean any User(s) registered on the Platform which accesses or uses the Platform to browse, review, select, and purchase Opportunities (as defined below) listed by Seller(s) on the Platform, including by engaging with Seller(s) to leverage the Assets (as defined below) made available by Seller for various promotional and marketing purposes and/or to transact on the Platform to acquire services, rights, or any other Opportunities related to any such Assets for their brand or business or any other purpose. It is clarified that reference to the term "Buyer" in these Terms shall include reference to an Agent (as defined below) representing or acting on behalf of any Buyer(s);
- **'Catalogue'** shall mean the virtual catalogue hosted on the Platform, which displays the Asset(s) listed by Seller(s) along with the corresponding Content (as defined below) concerning Opportunities associated with each such Asset(s) for the Buyer(s) to review, select and purchase in accordance with these Terms;
- **'Content'** shall mean any information, materials and content, including but not limited to information and content in the form of images, videos, text, or any other media (as may be applicable) which is provided by User to ZUPOTSU for display and use in connection with the Opportunities/Assets listed on the Platform in accordance with these Terms, including Content submitted for upload on the Catalogue;

- **‘Opportunities’** shall mean any marketing services, sponsorships, endorsements, advertising rights, promotional collaborations, or other commercial engagements listed and offered by the Sellers (as defined below) in the Catalogue on the Platform in relation to specific Asset(s);
- **‘Minor’** shall mean a child or person below the age of majority in the legal jurisdiction in which he/she is based, who is not eligible to create or register an Account (as defined below) on the Platform and/or avail any of the Services;
- **‘Platform’** shall mean the Website defined herein above and include any other digital platforms of ZUPOTSU on or through which the Services are made available by ZUPOTSU;
- **‘Seller(s)’** shall mean any User(s) registered on the Platform which lists the Asset(s) in the Catalogue in the manner detailed herein and offers Opportunities in relation thereto on ZUPOTSU’s Platform for purchase to Buyers. It is clarified that reference to the term “Seller” in these Terms shall also include reference to an Agent (as defined below) representing or acting on behalf of any Seller(s) or the Asset(s);
- **‘Services’** shall refer to the services including resources, tools, functionalities, and other facilities which are made available to User(s) through the Platform by ZUPOTSU upon registration of an Account on the Platform by a User. These include the services elaborated in these Terms as well as any other tools, functionalities, and services that ZUPOTSU may provide or make available on the Platform from time to time;
- **“User(s)”, ‘You’, ‘Your’, ‘Yourself’** shall mean a person, who has validly signed up/registered on the Platform as either a Buyer or Seller (as may be applicable) themselves or via a Zupotsu designated representative and/or avails the Services provided by the Platform and/or has access to/uses the features and functionalities of the Platform and who in connection with the Platform and the Services may access or avail, share, transact, view, display, download or upload any information on the Platform and include the person(s) referred to under clause 1 above;
- **‘User Information’** shall mean information relating to a User and the User’s Account, including the personal information and/or other data and information mentioned in Our Privacy Policy. User Information may be required to be provided by User(s) to ZUPOTSU at the time of registering an Account (such as under the registration form required to be filled out by the User) and/or subsequent to the time of registration (such as at the time the User avails any Services on the Platform). User Information includes any User-related information for which a written request may be communicated to the User by ZUPOTSU at any time in relation to the User(s) use of the Platform;
- **‘Agent(s)’** shall mean any agent(s) who are authorized to represent any Buyer(s) or Seller(s) (as the case may be) which may access the Platform on behalf of such Buyer and Seller;

### 3. ACCEPTANCE OF TERMS AND GENERAL CONDITIONS

- By using the Platform in any manner (such as through registering an Account, accessing the Website and/or using or accessing any of the Services), You declare that You have read, understood, and accepted the provisions of these Terms in full and hereby agree to comply with, and be bound by, the Terms. You hereby agree to be bound by these Terms in respect of such use of the Platform and to be liable for all activities conducted through Your Account on the Platform. If You do not agree to the provisions of these Terms, You must not register an account, access, use the Platform in any manner such as by receiving any of the Services.
- To be eligible for registration on the Platform, Users must be of legal age to form a binding contract and should not be barred from receiving Services under the laws of the applicable jurisdictions in which the User resides. By registering, You represent that you are a person of legal age to form a binding contract in India and are thus not a person barred from receiving Services. For avoidance of doubt, Minors (being persons less than eighteen years of age in India) are not eligible to register on the Platform and avail the Services. Your agreement to these Terms shall indicate that You have the right, authority, and legal capacity to agree to the Terms and that You have read, understood, and agree to be bound by the same.
- We reserve the right, at Our sole discretion, to change, modify, add, or remove portions of these Terms and applicable Policies, at any time without any prior written notice to You. You acknowledge and accept that these Terms and Policies may be amended from time to time and such amendments will become effective and binding on You, from the date of announcement or communication of the amendment on the Platform. Your continued use of the Platform (and its Services) after such notice confirms Your consent to and acceptance of such amendments. It is Your responsibility to review these Terms and any Platform Policies periodically for updates/changes, therefore, You are encouraged to revisit the Platform to be updated as regards any amendments.
- **Feedback.** Please contact ZUPOTSU at [legal@zupotsu.com](mailto:legal@zupotsu.com) in case You have any questions or doubts pertaining to the ZUPOTSU's Services and/or the Platform, or if You wish to share Your suggestions/improvements, experience, comments and requests as regards the same (collectively "**Feedback**").
- ZUPOTSU welcomes any Feedback the User(s) might have on the Platform and Services provided, You acknowledge and accept that; the Feedback You may provide regarding ZUPOTSU, and/or the Services is entirely voluntary and ZUPOTSU will be free to use such Feedback as ZUPOTSU see fit and without any obligation to You; ZUPOTSU shall not be subject to any obligation of confidentiality in relation to any submitted Feedback; and ZUPOTSU shall not be liable in any way for any delay in responding to any Feedback forwarded by You. If You provide Feedback, You represent to ZUPOTSU that Your Feedback does not violate the rights of any person and/or third party. Further, You grant ZUPOTSU a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, transferable, and fully sub-licensable right to use, reproduce, publish, distribute, publicly display, publicly perform, translate, adapt, modify, telecommunicate, rent out, commercialize, monetize, and create derivative works from the Feedback in any way and for any purpose without providing any compensation to You or any other person. You also grant ZUPOTSU

the right to use the Credentials (as defined hereinafter) and other details You submit with the Feedback (if any) in connection with ZUPOTSU's rights hereunder.

- In case You have any complaint or grievances in respect of any content or Services provided on the Platform or any breach of Our Terms, Privacy Policy or any other policy published on the Platform (**'Grievance'**), please contact ZUPOTSU's Grievance Officer (as defined below) in accordance with these Terms.

#### 4. REGISTRATION AND USE OF SERVICES

- **Registration and Verification of Account.** To enable Your access and use of the Services available on the Platform, You are obligated to register on the Platform using Your contact information (including Your name, name of Your organization, Your e-mail address and mobile number) (the **'User ID'** or **'Credentials'**) by providing ZUPOTSU with the User Information and following the registration process enabled on the Platform, as also mentioned herein. Users may opt to register on the Platform as either Buyer(s) or Seller(s). Upon successful registration of a User on the Platform, the User becomes entitled to an exclusive virtual account with which the User can browse and avail the Services that may be offered or made available to the Users of the Platform by ZUPOTSU and/or through its Business Partners (**'Account'**). You may only register and use a single Account with Us and may not use or access multiple Accounts on the Platform.
- **Subscription Fee:** ZUPOTSU may from time-to-time review and revise the commercial and subscription terms for User(s) to access its Platform, including by offering free-tier access as well as subscription fee based paid plans at its discretion. Users are obligated to accept any changes in the packages and plans offered by ZUPOTSU and can select relevant tier from packages and plans made available.
- Following the completion of the registration process, subject to appropriate verification process(es) undertaken by ZUPOTSU in its sole discretion, an acknowledgement of the activation of Your Account shall be communicated from ZUPOTSU to one or more of the contact details (e-mail address or mobile number) provided by You on the Platform. ZUPOTSU is not obliged to verify the User Information, the identity or authority of a person using your account or User Credentials, but ZUPOTSU may, in its sole and absolute discretion, at any time request Users for any information as it may require for verification of the identity of the User or to verify that the User is using the Platform / availing the Services in conformity with these Terms. If ZUPOTSU has reason to suspect that any Minor or any other User is making use of the Platform in a manner not permitted in these Terms, ZUPOTSU reserves the right to request further information from the relevant Account User under suspicion for the purpose of verification that such User and the User's Account is compliant with the Terms, in the manner mentioned herein at its sole discretion. If ZUPOTSU finds that a relevant User / User Account is not in compliance with the Terms in any way, ZUPOTSU further reserves the right to take suitable action against such User in the manner mentioned herein as it may deem fit at its sole discretion. ZUPOTSU takes no responsibility in case any User does not provide their accurate Credentials or User Information for accessing the Platform. It is clarified that ZUPOTSU may from time-to-time review and revise the account opening process (including pre-verification of accounts

before activation as well as a periodic review of account activity) and has full rights to reject an account opening request with or without cause in accordance with these Terms.

- **User Information.** Your User Information, including Your User ID, as made available to Us, is treated as Your primary identification on the Platform. It is re-iterated that it is Your responsibility to ensure that the User Information provided on the Platform is valid and remains updated at all times. ZUPOTSU is not liable for non-rendering of requested Services or any other default arising owing to any incorrect or invalid information that is reflected/uploaded on Your Account in any way. You acknowledge and agree that We may share User Information or any other information in Our control or possession with (i) appropriate authorities for the purpose of verification of identity or for the prevention, detection, investigation or prosecution of offences under any law for the time being or for cyber security incidents; (ii) with Business Partners and third parties for the purposes and in the manner elaborated in Our Privacy Policy. Further, We may preserve such information and associated records as maybe required for evidentiary and investigation purposes for a statutorily prescribed period.
- **Services.** Our Platform and Services facilitate and enable Buyers to enquire about, discuss, and finalize transactions with Sellers in relation to several Opportunities associated with the various Assets. Content and relevant details associated with particular Opportunities and Assets listed and made available through the Platform's Catalogue facility. Seller(s) and their Agent(s) may add new listings (Assets & Opportunities), however ZUPOTSU owns the final description on the publishing of these Assets & Opportunities in the Catalogue in accordance with terms in clause 8 of the Terms. ZUPOTSU may from time to time review the Catalogue and remove any listing with or without cause in accordance with these Terms.
- Upon registration, Users are eligible to avail Services on the Platform subject to these Terms and the Policies. Subject to whether the User has registered on the Platform as a Buyer or Seller, the Services offered to Users on the Platform shall differ in the manner elaborated herein.
  - In the event a User has registered as a Seller, the relevant User may list, promote and offer Opportunities in relation to applicable Assets in the Catalogue hosted on the Platform and may interact with potential Buyers (who are interested in availing any Opportunities) subject to these Terms and the Policies. Sellers may share Content for upload on the Platform in connection with the Opportunities with ZUPOTSU strictly in accordance with the Policies, including the specific obligations for Sellers set out herein below.
  - In the event the User has registered as Buyer, the User may peruse and discover listed Opportunities therein in relation to Assets in the Catalogue hosted on the Platform, connect with Sellers and enter into transactions with Sellers to avail the Opportunities subject to these Terms and the Policies. Buyers may access the Catalogue (including the Content featured in the Catalogue) strictly in accordance with the Policies, including the specific obligations for Buyers set out herein below.

## 5. TRANSACTION TERMS

- **Purchase.** Buyers and Sellers shall have discretion to enter into and conclude transactions for purchase of Opportunities listed on the Catalogue available on the Platform on terms mutually agreeable to them. To this end, the engagement fee towards the Opportunities may be made available by Seller(s). If the Seller opts to make the fee available, this will be displayed on the Platform for the Buyer(s) to view. It is clarified that any prices displayed on Our Platform shall be based on information provided by Seller(s). We shall not be liable in relation to any errors or changes in the sale prices displayed on the Platform. The final engagement fee charged by the Seller from the Buyer shall be agreed solely by both parties and ZUPOTSU shall only be responsible for the communication of such fee during this process. Users (both Buyers and Sellers) shall intimate ZUPOTSU in writing as regards any purchase agreed between them in connection with the Opportunities. Further, Users (both Buyers and Sellers) shall document the terms of any transaction (for purchase of Opportunities) as may be agreed between them under a written agreement. To suitably document the agreed terms of their transaction, Buyers and Sellers may opt to use the (customizable) master agreement template (**‘Template’**) made available on the Platform by ZUPOTSU. The written agreement signed between the Buyer and Seller (documenting the terms of their transaction) (**‘Purchase Agreement’**) shall be promptly submitted to ZUPOTSU in the manner enabled on the Platform or otherwise communicated by ZUPOTSU. For the avoidance of doubt, ZUPOTSU shall not be liable in any manner whatsoever to any User (either Buyer or Seller) for any claims, defaults or disputes arising in relation to any purchase agreed between Users in connection with the Opportunities. You shall be solely liable in the event any claims, disputes or defaults should arise in relation to the purchase concluded (or proposed to be concluded) by You with another User (in the capacity of a Buyer/Seller, as may be applicable), including any default in obligations documented under Your Purchase Agreement.
- **Transaction Fee.** You acknowledge and accept that ZUPOTSU may charge a transaction fee for each particular purchase/transaction (in relation to the Opportunities listed on the Platform) successfully concluded between Buyer(s) and Seller(s) by making use of the Platform’s Services in accordance with these Terms. Further, ZUPOTSU shall be entitled to determine the applicable rate of transaction fee levied for a particular purchase/transaction in line with the Policies (including these Terms and any other agreement concluded between the User and ZUPOTSU). The applicable transaction fee shall be communicated clearly by ZUPOTSU to the Seller prior to the conclusion of the Purchase Agreement between Buyer and Seller in accordance with these Terms.
- **Invoicing & Payment.** The invoicing approach with respect to any such transaction shall be using the Gross Merchandise Value (GMV) approach unless We expressly specify otherwise. The use of Net Transaction Fee method shall be agreed by ZUPOTSU, Buyer & Seller only on a case to case basis. Once a purchase/transaction (for any of the Opportunities) is finalized between relevant Users, the Buyer shall be liable to pay the due sale price (as may be indicated) to the Seller or ZUPOTSU as per the agreed schedule and terms for the same. Unless specifically agreed otherwise, ZUPOTSU shall bill the Buyer for the due amount of the purchase/transaction (on behalf of the Seller) as well as for the due transaction fee. Upon billing and collecting the due amounts from the Buyer, ZUPOTSU shall deduct and retain the transaction fee, and transfer the balance amount to the Seller. For the avoidance of doubt, it is re-iterated that the relevant sale price (as may



be applicable) is payable by Buyer(s) to Seller(s), and ZUPOTSU only acts as a limited collection agent on behalf of the Seller to collect and transfer the amounts due to them. It is further re-iterated that ZUPOTSU shall determine and communicate the details of the applicable payments and payment terms/methods to the Buyer in line with the Policies (including these Terms and any other agreement concluded between the User and ZUPOTSU). You acknowledge and accept that such payments and payment methods may be subject to additional terms, conditions, or processing fees as specified in the Policies or communicated to You by ZUPOTSU.

- It is re-iterated that You are solely responsible for all charges and usage associated with your Account concerning the purchases made by you or anyone that uses your Account, including applicable taxes. ZUPOTSU shall not be liable for any costs incurred by the User for any third-party expenses or other expenditures arising out of or in connection with any purchase/transaction on the Platform. When you provide any User Information to ZUPOTSU or share any details for the purpose of payment, You represent and warrant that You are the legally authorized user of the relevant payment method and are providing current, complete, and accurate information.
- **Refund.** Users are advised to review these Terms and the Policies prior to availing the Services and making purchases on the Platform. All monies paid to ZUPOTSU by the User(s) as or subscription fee or transaction fee on consummated transactions are final and non-refundable. Unless specifically agreed by ZUPOTSU in writing, ZUPOTSU shall not be liable to process the refund of any paid amount to any User in the event of any unsatisfactory Services. We may, at our sole and absolute discretion, issue refunds to the User in certain exceptional circumstances involving Our gross technical failure in rendering the Services. For avoidance of doubt, it is re-iterated that We are not liable for any purchases/transactions consummated by You with other Users using Our Services. Any claims/disputes regarding refunds in relation to such purchases/transactions shall be resolved directly between the parties involved.

## 6. USER CONDUCT, REPRESENTATIONS AND RESPONSIBILITIES

- By using the Platform in any manner (such as through registering an Account, accessing the Website and/or using or accessing any of the Services), You represent and warrant to ZUPOTSU that You:
- are not a Minor and are of legal age under the Applicable Law and have the legal right, capacity, and power to accept the provisions of these Terms with ZUPOTSU in accordance with the Applicable Law;
- have read, understood, and agree at all times to abide by the provisions of these Terms as well as any other Policies published on the Platform which are binding and enforceable against You and will revisit the Platform, from time to time, to review any updates and amendments to such policies, these Terms and any other Policies as may be published or updated on the Platform from time;
- are solely and entirely responsible for any activity, including any act or omission, that occurs on or through Your Account. This includes the responsibility of providing correct,



valid, complete, accurate and up-to-date User Information at the time of registering an Account and at any time required thereafter and ensuring that the User Information is provided, maintained, and updated regularly as and when necessary, in accordance with the Terms. This further includes the responsibility to maintain control over, and security of, Your Account, such as by not disclosing Your User ID, not sharing Your Account, or allowing anyone other than Yourself to access Your Account and avail Services accessible under Your Account; and

- are qualified to register an Account, access, and use the Platform and Services and meet all requirements under these Terms read together with the applicable Policies published on the Platform (as may be updated from time to time).
  - Each User acknowledges and accepts that if the relevant User provides any information that is untrue, inaccurate, not current or incomplete as part of the User Information, and/or We have reasonable grounds to suspect that any information provided by the relevant User is untrue, inaccurate, not current or incomplete, or not in accordance with these Terms, We have the right, at Our sole discretion, to (i) request You to promptly update or correct such User Information; and/or (ii) immediately and indefinitely suspend Your Account, block Your access to the Platform, terminate and/or delete Your Account and/or refuse to provide any current or future Services to You, as may be offered on the Platform. If ZUPOTSU is not satisfied with such verification or discovers any non-compliance by a User, ZUPOTSU reserves the right to take suitable action against the User in accordance with these Terms, including but not limited to refusing the registration of an Account by such User, or cancelling such User's Account, or taking suitable legal action under the Applicable Law, in its sole discretion.
  - You are solely responsible for security of Your Account, and ensuring that Your Credentials are not compromised, shared with anyone, or mishandled. Any loss resulting from the unauthorized use of Your Credentials is Your responsibility alone. If You suspect that an unauthorized person has become aware of Your User Credentials, You must change Your User Credentials forthwith, and immediately contact ZUPOTSU for assistance. You are further responsible for ensuring Your compliance under the Terms or any other applicable Policies of the Platform, including maintaining the security and confidentiality of Your Account and User Information, and Your activity on the Platform, including all and any activities that take place in, or occur under, or are associated with Your Account, and any consequences thereof. User(s) acknowledge and accept that the Account/Services shall not be used for any purposes which are prohibited under the Applicable Law, the Terms, or any other applicable Policies of the Platform. ZUPOTSU shall not be liable for any repercussions, legal or otherwise, including loss or damage arising from a User(s) failure to comply with the same. ZUPOTSU shall not be responsible for any unauthorized use of Your Account in any manner whatsoever.
  - You agree that You shall not upload or share any information or content (including the Content) on the Platform and/or through use of Our Services that:

- belongs to another person and to which the User does not have any right to under the Applicable Law;
  - is false, misleading, fraudulent, defamatory, obscene, pornographic, pedophilic, invasive of another's privacy, including bodily privacy, insulting or harassing on the basis of gender, libelous, racially or ethnically objectionable, relating or encouraging money laundering or gambling or an online game that causes user harm, or promoting enmity between different groups on the grounds of religion or caste with the intent to incite violence, or otherwise inconsistent with or contrary to the laws in force;
  - is harmful or has a detrimental effect upon children / Minors in any way;
  - infringes any patent, trademark, copyright or other intellectual property and proprietary rights of any natural or legal person under the Applicable Law;
  - deceives or misleads the addressee about the origin of the message or knowingly and intentionally communicates any misinformation or information which is patently false and untrue or misleading in nature, or, which in respect of any business of the Indian Government, is identified as fake or false or misleading by the
  - impersonate another person or use an anonymous proxy;
  - threatens the unity, integrity, defense, security or sovereignty of India, friendly relations with foreign nations, or public order, or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting other nations;
  - contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  - is in the nature of an online game which is subject to prohibition under prevailing Applicable Law or order of any competent authorities in India or is in the nature of advertisement or surrogate advertisement or promotion of such an online game or of any online gaming platform offering such an online game; and/or
  - violates any law for the time being in force or may give rise to any liability on part of ZUPOTSU or cause ZUPOTSU any hindrance (in whole or in part).
- We do not publish and We do not permit Our Users to publish any unlawful content or information (including the Content) which is prohibited under these Terms or Policies or any law for the time being in force, including any information which is or is likely to be perceived as being harmful to interest of sovereignty and integrity of any country, security of India, friendly relations with foreign states, public order,

decency or morality, amounts to contempt of court, defamation, incitement to an offence etc. Upon actual knowledge that any such information or content has been provided on the Platform, We shall have the right to promptly remove the same. Further, in such case and in any other case of any violation of these Terms, We have the right to take appropriate action against the User at Our discretion in accordance with the law.

- Your access and use of Our Platform and Services shall be strictly undertaken in compliance with these Terms and Policies. Any violation of Applicable Laws or these Terms and Policies by User(s) may result in immediate suspension or termination of the Your Account by ZUPOTSU in accordance with these Terms.

## **7. TERMS AND OBLIGATIONS FOR BUYERS**

- The Opportunities/Assets listed on the Platform by Sellers are owned, controlled and facilitated by the concerned Seller(s). Save and except for the limited consents and permissions granted to ZUPOTSU under these Terms and Policies, all rights (including intellectual property rights) in and to the Content made available in connection with such Opportunities/Assets are owned and controlled by the relevant Seller(s).
- ZUPOTSU shall not be liable for any claims, liabilities, damages, losses, and expenses arising out of or related to any Buyers transaction with a Seller. The Buyer shall be solely liable for any purchase/transaction concluded between the concerned Buyer and a Seller using the Platform's Services, including for acquisition of appropriate rights and permissions in respect of any Opportunities/Assets (and associated Content) which are the subject matter of the purchase/transaction from the Seller and for making payment to the Seller.
- Buyers are advised to ensure the terms of the Purchase Agreement signed between the Buyer and Seller appropriately document the understanding as regards the rights acquired by Buyer from Seller pursuant to any purchase/transaction. We will not be responsible for the consequences of any default in the transactions made or entered into by Buyers with Sellers and the Buyer shall look to the Seller for any remedy in this respect.
- These Terms and Our Policies shall govern Your relationship with ZUPOTSU in connection with Our Platform and Services. However, the relevant purchase/transactions You conclude using Our Services represent independent transactions between Buyers and Sellers governed under Your Purchase Agreement. The termination of Your Account and relationship with Us shall not affect Your purchase/transaction or Purchase Agreement with a Seller and vice versa.
- Buyers shall indemnify, defend, and hold harmless ZUPOTSU and ZUPOTSU Entities (as defined below) from and against any claims, liabilities, damages, losses, and expenses, including legal fees, arising out of or in connection with (i) the Buyers's violation or breach or alleged violation or breach of its representations, warranties and obligations given under these Terms and Policies; (ii) any violation of Applicable Laws by the Buyer; or (iii) any infringement of third-party rights (including intellectual property rights).

## 8. TERMS AND OBLIGATIONS FOR SELLERS

- ZUPOTSU's Services enables Sellers to share proprietary Content for display and upload on the Platform to promote and offer Opportunities in relation to applicable Assets listed in the Catalogue. Content must be provided by Sellers in compliance with the standards and requirements set out under these Terms and Policies and/or communicated to Sellers by ZUPOTSU from time to time. ZUPOTSU reserves the right to review and reject or refuse to publish Content provided by Seller for the Platform in the event the Content provided is not in compliance with these Terms and Policies.
- Sellers are strictly required to provide high quality and original images and other Content to ZUPOTSU for use and display in the Catalogue and to appropriately facilitate the sale process with Buyers on the Platform. In the event the Seller is unable to provide Content in compliance with this clause, Seller agrees and acknowledges that ZUPOTSU shall have the right to make use of any images associated with the Seller which the Seller has made available in the public domain (such as through the Seller's website or social media accounts). Seller permits and grants ZUPOTSU a non-exclusive royalty-free worldwide license to make use of any such publicly available images (as may be required) for the purpose of rendering the Services, and for conducting marketing and promotional activity in relation to the Platform and Services. If Seller fails to provide ZUPOTSU with adequate images subject to this clause, and such image has to be procured at a cost to ZUPOTSU, ZUPOTSU shall be entitled to charge the Seller for any costs so incurred by ZUPOTSU at its discretion.
- To appropriately promote, advertise and list Opportunities on the Platform as part of the Services, ZUPOTSU at its discretion may also require the Seller to prepare, provide or submit specific Content in connection with the Assets or Opportunities listed by Seller from time to time. Sellers agree to promptly comply with any requirement communicated by ZUPOTSU subject to this clause.
- By listing Opportunities in connection with any Assets on the Platform or by submitting or providing us with any Content, Seller agrees to the following:
  - Seller is free and able to enter into and fully comply with these Terms and Policies;
  - Seller owns and holds all necessary rights, permissions and authorization required under Applicable Laws to list Opportunities (in connection with the Assets) on the Platform, to offer the Opportunities to Buyers, to transact with Buyers and/or to provide any Content in accordance with these Terms and Policies;
  - the Content submitted by Seller does not infringe any copyright, common law right, or any rights of any party or any provision of these Terms, Policies and Applicable Law;
  - Seller is sole absolute unencumbered legal and beneficial owner of all rights granted herein; and
  - Seller permits and grants ZUPOTSU a non-exclusive royalty-free worldwide license to make use of Seller's corporate and/or trade name, the Content and any identifying

marks, signage and logos or other intellectual property (in any form) of the Seller, which is associated with the Content provided by Seller or comprised in such Content (collectively “**Seller IP**”) and reasonably required by ZUPOTSU for the purpose of rendering the Services and for conducting marketing and promotional activity in relation to the Platform and Services. For the aforesaid purposes, Seller shall provide and allow ZUPOTSU to publicly display the Seller IP (such as on the Platform) or affix the same on any documents or materials or use the same in any other manner as may be deemed fit and necessary by Us.

- ZUPOTSU shall not be liable for any claims, liabilities, damages, losses, and expenses arising out of or related to any Sellers transaction with a Buyer. The Seller shall be solely liable for any purchase/transaction concluded between the concerned Seller and a Buyer using the Platform’s Services, including for granting of appropriate rights and permissions in respect of any Opportunities/Assets (and associated Content) which are the subject matter of the purchase/transaction to Buyer.
- Sellers are advised to ensure the terms of the Purchase Agreement signed between the Buyer and Seller appropriately document the understanding as regards the rights to be transferred to Buyer from Seller pursuant to any purchase/transaction. We will not be responsible for the consequences of any acts or omissions of a Seller concerning any transactions made or entered into by concerned Seller with any Buyers and Sellers shall look to the Buyer for any remedy in this respect.
- These Terms and Our Policies shall govern Your relationship with ZUPOTSU in connection with Our Platform and Services. However, it is re-iterated that the relevant purchase/transactions You conclude using Our Services represent independent transactions between Buyers and Sellers governed under Your Purchase Agreement. The termination of Your Account and relationship with Us shall not affect Your purchase/transaction or Purchase Agreement with a Buyer and vice versa.
- Sellers shall indemnify, defend, and hold harmless ZUPOTSU and ZUPOTSU Entities from and against any claims, liabilities, damages, losses, and expenses, including legal fees, arising out of or in connection with (i) the Seller’s breach or alleged breach of its representations, warranties and obligations given under these Terms and Policies; (ii) any violation of Applicable Laws by the Seller; or (iii) any infringement of third-party rights (including intellectual property rights) by the Seller, including in respect of the Content.

## 9. GENERAL DISCLAIMERS

- ZUPOTSU reserves the right to add, amend or discontinue, temporarily or permanently, any of its Services (or any part thereof) offered through the Platform or the design and functionality of the Platform, at any time, with or without notice and/or reason(s) in its sole and absolute discretion. User agrees that ZUPOTSU shall not be liable either to User or to any third party for any modification, suspension or discontinuance of any of the Services including without limitation any failure of performance, error, omission, interruption, deletion, loss of information, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, alteration of, or use of records,

whether for breach of contract, tortious actions, negligence, or under any other cause or action.

- You acknowledge and accept that despite ZUPOTSUs efforts, the Platform may be unavailable from time to time for any reason including, without limitation, routine maintenance. In addition, various portions of the Platform and/or Services may operate slowly from time to time. You further acknowledge and accept that due to circumstances, within and outside the control of ZUPOTSU, access to the Platform and/or Services. may be interrupted, suspended, or terminated from time to time. In particular, and not in limitation of the foregoing, ZUPOTSU shall not be liable for the effects any delay or unavailability of the Platform and/or Services may have on You and/or Your Account, or for any damages arising from any such interruption, suspension, or termination of the Platform/ Services. ZUPOTSU shall not bear any liability for any damage or interruptions caused by any computer viruses, spyware, or other malware that may affect Your computer or other equipment, or any phishing, spoofing, or other attack and We advise You to make regular use of a reliable virus and malware screening and prevention software to guard against the same.
- You agree and acknowledge that the Platform and Services is licensed and/or provided hereunder on an “as is” and “as available” basis, without any warranties of any kind, either express or implied including, but not limited to, the implied conditions and warranties of fitness for a particular purpose to the extent permitted by the Applicable Law. Except as explicitly set forth herein, neither ZUPOTSU and its affiliates, directors, officers, employees, agents, permitted successors and assigns and authorized representatives (**‘ZUPOTSU Entities’**), make any warranties of any kind, either expressed or implied, including, without limitation: warranties of merchantability or fitness for a particular purpose related to the use of Platform and/or Services; or that the same accurate, error-free, reliable, uninterrupted, that defects will be corrected; or the completeness, accuracy, availability, timeliness, security or reliability of the Platform and/or Services or the functionality of thereof, or other use or consequence of the use of Platform and/or Services.

## **10. LIMITATION OF LIABILITY**

- Except for limited license rights and permissions granted to ZUPOTSU under these Terms and Policies, the title and rights in Your Content remain with You. We do not have any ownership over any of the Content shared by You. You remain solely responsible for the Content You submit for upload on Our Platform or provide to ZUPOTSU. We do not endorse and are not responsible for any Content shared or posted on or through Our Platform, and for the consequence of such sharing or posting. The use or presence of Our logo or any trademark or other intellectual property (in any form) in relation to any Content shared by You does not mean that We have endorsed or sponsored Your Content. You will always have ownership and/or responsibilities for the Content You share or provide. ZUPOTSU is entitled to remove any Content from the Platform that it deems, in its sole discretion, to be in violation of these Terms or any applicable law, or that may expose ZUPOTSU or its Users to liability at any time.
- We shall not be liable for the consequences of any transactions made or entered into by You with other Users of the Platform. ZUPOTSU is not responsible for Your actions or

omissions (whether online or offline) in relation to the Platform and Services and/or ZUPOTSU. We are not responsible for services and features offered by others, even if You access them through the Services. Our responsibility for anything that happens on Our Platform is strictly governed by the Applicable Law and is limited to that extent. You agree that We will not be responsible for any loss of profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms, even if We know they are possible. This includes when We delete Your Content, information, or Account.

## **11. SUSPENSION AND CANCELLATION OF USER ACCOUNT**

- ZUPOTSU reserves the right to immediately disable or terminate or cancel Your Account, or suspend Your access to the Platform and/or Services at any time, with or without notice to You, in its sole and absolute discretion, in case of Your contravention or violation of these Terms and applicable Policies; or Your illegal acts or omissions; or misuse of the Services or Platform; or to protect You and others from identity theft or other fraudulent or illegal activity under the Applicable Law, or if ZUPOTSU is unable to continue providing the Services to You due to technical or legitimate business reasons. In the event, Your Account is disabled or deleted by ZUPOTSU due to a violation of the Terms, applicable Policies, and/or the Applicable Law, ZUPOTSU reserves the right to take action against You and any other remedies it may have under the Terms, Policies and Applicable Law.
- You may opt to de-activate, cancel, or terminate Your Account and use of any Services by providing written notice to ZUPOTSU at **care@zupotsu.com**.
- You acknowledge and accept that upon termination of Your Account for any reason, Your agreement with Us shall be terminated, and You shall no longer be entitled to access Your Account or avail Services. You agree and acknowledge that Your rights in respect of the Services, and other benefits, associated with the Account may be irrevocably lost and agree that You will release ZUPOTSU of any liability of any nature in respect to the loss of the same. You further acknowledge and accept that in the event of termination of these Terms in any manner or suspension or termination of Your access to the Platform and/or the Services, or deactivation or cancellation of Your Account, You shall remain liable for all activity conducted with or in connection with Your Account and for all amounts due/charges incurred by Your Account while it was in operation at all times. The obligations and liabilities incurred by You prior to the termination, shall survive termination of Your Account and agreement with ZUPOTSU.

## **12. MARKETING AND PROMOTION**

ZUPOTSU may send You promotional or marketing information from time to time, or any new Services and additional features added to the Platform, special offers for User(s), and other information which may be of interest to You. By agreeing to these Terms and by registering an Account on the Platform, You hereby give Your consent to being sent such information by ZUPOTSU, including by push notifications, post, email, telephone, text message (via SMS or other apps), or automated call. If, however, You do not wish to receive such information, You can request to opt-out of such marketing communication sent by ZUPOTSU by sharing written communication with us at **care@zupotsu.com**.



### 13. INTELLECTUAL PROPERTY

- Unless expressly provided or disclaimed otherwise in these Terms or any applicable Policies or under any other disclaimer published on the Platform, all material and content on the Platform including without limitation, texts, software, code, scripts, graphics, rights in get-ups, typographic typefaces, graphic user interface, photos, collages, sounds, music, audio, videos, interactive content, and the like, online databases, copyright, patents, related rights and moral rights, trademarks, trade names, product names, service marks, logos, rights in domain names, social media handles, rights in the design, rights in the information and all other or equivalent rights subsisting now or in future in any part of the world in each case, whether registered or unregistered, and all applications for the same (collectively '**Intellectual Property**'), are owned by or licensed to ZUPOTSU and are provided to You on an "as is" basis for Your information and use only for the purpose of rendering Services mentioned herein. Nothing in the Terms assigns, transfers or grants You ownership in ZUPOTSU's Intellectual Property and nothing in these Terms shall be deemed to confer ownership or other rights in the Intellectual Property to the User.
- You shall not use any device, program, algorithm or methodology, or any manual or digital process, to access, acquire, copy or monitor any portion of the Platform or any content, such as the Intellectual Property on the Platform to which You have no rights, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any such content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. You shall not directly or indirectly copy, reproduce, sell, distribute, exploit, or use all or any part of the Platform and/or Services whether electronically, mechanically, or otherwise, in any form for any purpose not expressly permitted by the provisions of these Terms, including any attempt to violate the security thereof. You shall not reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the Platform / Services, including any of the software comprising or in any way making up a part of the same.
- All rights and interest in Intellectual Property comprised in Platform and Services (excluding intellectual property in the Content provided by the User) are and will remain the exclusive property of ZUPOTSU and its licensors (as may be applicable). You acknowledge and agree that all worldwide rights, title, and interest in any third-party software, products, and/or services (and any Intellectual Property Rights therein) accessible on the Platform or through the Services, subject to third party licenses, if any, are owned by such third parties. Any copying or reproduction of these materials for commercial purposes without Our consent is prohibited. Any use for which You receive any remuneration, whether monetarily or otherwise, is construed as commercial use for the purpose of this clause and ZUPOTSU shall hold You accountable for the infringement of intellectual property rights under Applicable Law.

### 14. INDEMNIFICATION

- To the extent permitted by the Applicable Law, ZUPOTSU shall not be liable to You for any manner of damages or losses to You, and in relation, to any person(s) or property

(including special, incidental, indirect, punitive, or consequential damages or losses) including, but not limited to, lost profits or data, whether based in contract, negligence, tort, Applicable Law, arising directly or indirectly in relation to the Terms, Policies, the Platform and Services (and any related activities, omissions, interruptions, deletions or defects in the same including any action in connection with an investigation by ZUPOTSU or law enforcement authorities in relation to the use of the Platform and/or Services) and the Content in accordance with these Terms, even if advised of the possibility of such damages. In no event shall ZUPOTSU be held liable for damages, loss, or cause of action that exceeds the total value of the monetary amount paid by You to ZUPOTSU for access and use of the Platform and/or Services.

- You agree to indemnify, defend and hold harmless ZUPOTSU from and against any claims (including any claims based on publicity rights, defamation, or invasion of privacy), proceeding, loss, damage, liability, cost, demand or expense (including but not limited to attorney's fees) of any kind arising out of: (i) Your access to or use of the Platform and Services; (ii) any breach by You of Your obligations, representations, and/or warranties outlined in these Terms, Policies (iii) Your violation of the rights of any third party, including any infringement of intellectual property, or of any privacy or consumer protection right; (iv) any violation of law or contractual obligation and any claims, demands, notices pursuant to such violation; (v) Your negligence or willful misconduct or any of Your actions and omissions including Your use or attempted use of the Platform and its Services, or failure to take appropriate action where relevant while using the Services and Platform. It is clarified that Your obligation to indemnify ZUPOTSU will survive termination of the Terms, Policies and Your Account for any reason, in the manner mentioned in these Terms.
- You hereby agree and acknowledge that ZUPOTSU shall not be responsible for any actions taken by any third party using the Platform including but not limited to, actions, omissions, or conduct of such third-parties (including the Business Partners and other Users), online or offline. You acknowledge and agree that any disputes, complaints or grievances regarding the actions and omissions of such third-parties and/or any other aspect of any transaction or other commercial dealings between You and such third party will be solely and entirely between You and the relevant third-party.

## 15. DISPUTE RESOLUTION

The courts of competent jurisdiction at Delhi, India (**‘Court(s)’**) shall have exclusive jurisdiction to determine any and all matter(s), claim(s) or dispute(s), whether contractual or non-contractual arising out of, or in connection with Our Platform, the Terms and Services published on the Platform and the Services provided by Us (**‘Dispute(s)’**). All Disputes shall be governed and construed by the Courts in accordance with the Applicable Law and any order, decree, direction, or award of the Courts shall be final and binding in relation to any Dispute concerning ZUPOTSU. Any dispute that may arise between You and any third party arising from Your use of the Services (including any purchases/transactions consummated or concluded by You through the use of the Services) shall be only between You and the third party. You release ZUPOTSU and ZUPOTSU Entities from any such claims and damages connected with such disputes. Nothing contained in these terms shall prevent ZUPOTSU from seeking and obtaining interim or permanent equitable or injunctive relief, or any other relief

available to safeguard Our interest prior to, during or following the filing of any proceedings. The pursuit of equitable or injunctive relief shall not constitute a waiver on Our part to pursue any remedy for monetary damages through the arbitration described herein. You consent to the exclusive jurisdiction of the Courts and waive any objection as to inconvenient forum.

## **16. MISCELLANEOUS**

- The Terms read along with applicable Policies (including the Privacy Policy) constitute the entire agreement between You and ZUPOTSU in respect of the subject matter herein and supersedes all previous written or oral representations, agreements, and understandings between You and ZUPOTSU, whether expressed or implied, with respect to such subject matter.
- Each of the provisions of the Terms is severable. If any provision herein is found by a governmental authority or court to be invalid, unenforceable, or illegal, that provision will be enforced to the maximum extent permissible under by the Applicable Law and the other provisions of the Terms will remain in full force and effect. If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted or modified, the provision will apply with whatever modification is necessary to give effect to the intention of provisions in these Terms.
- You shall not, without the prior written consent of ZUPOTSU, assign the provisions of these Terms, in whole or in part, either voluntarily or by operation of Applicable Law, and any attempt to do so will be a material default of these Terms and such assignment will be void. ZUPOTSU may assign the provisions of these Terms in part or in their entirety, including Our rights, interests, and obligations hereunder, without notice to You or Your consent. The provisions of these Terms are solely for the benefit of You and ZUPOTSU, ZUPOTSU's successors and permitted assigns, and does not confer any rights or remedies on any other person or entity.
- No failure or delay by ZUPOTSU in exercising any right, power or remedy under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by ZUPOTSU of any breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of that or any other provision of this Agreement. If We fail to enforce any aspect of these Terms, including reporting any illegal or impermissible actions to appropriate law enforcement authorities or blocking or suspending Your Account, such failure to enforce Our rights will not be a waiver by Us.
- ZUPOTSU shall not be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes which are unforeseen or beyond its control, including, without limitation, internet attacks, emergencies, internet unavailability, any law, proclamation, regulation, ordinance, or other act or order of any court, government or governmental agency, acts or omissions of carriers, transmitters, providers, or acts of vandals, or hackers. etc. The time for performance of such obligations Of ZUPOTSU will be extended for the period of the delay or failure to perform due to such occurrence. ZUPOTSU shall use reasonable endeavors to overcome the effects of any such causes and

to ensure resumption of normal performance of obligations as soon as reasonably practicable, however, it is clarified that ZUPOTSU is not responsible for losses that were not foreseeable to You and ZUPOTSU when these Terms were entered into.

- Any provisions in the Terms or Policies which are expressly referred to as surviving or intended to survive by their nature will survive the termination of Your Account and relationship with ZUPOTSU for any reason.
- You shall be responsible for payment of all fees/costs/charges associated with availing of Services from Us and You agree to bear any and all applicable taxes including but not limited to applicable duties, cess, etc. You agree to provide such further information, documents or instruments, and take such further actions, reasonably requested by ZUPOTSU, to effect the purposes of these Terms and carry out its provisions.

## 17. GRIEVANCE REDRESSAL

- Any User or aggrieved person (including persons acting on their behalf) wishing to raise a Grievance may contact Our designated grievance officer (**‘Grievance Officer’**) in writing using the contact details set out below:
- **Name:** ABHIGYAN SHEKHAR
- **Contact:** +91 99878 31843
- **Email:** care@zupotsu.com
- A Grievance may also be shared to the Grievance Officer in writing at the following address:
  - HD-207, WeWork DLF Two Horizon Centre, 5th Floor, DLF Phase 5, Sector 43, Golf Course Road, Gurugram, Haryana 122002
  - Our Grievance Officer is the nodal contact to receive and acknowledge all Grievances. You will receive an acknowledgement e-mail within 24 (twenty-four) hours upon receipt of Your Grievance by Our Grievance Officer. Our Grievance Officer shall dispose of such complaint within a period of 15 (fifteen) days from the date of its receipt, provided that the Grievance Officer may request the complainant to furnish additional information for evidentiary and investigative purposes during this time. Any Feedback and/or Grievance shall be deemed to be non-compensatory in nature. ZUPOTSU reserves the right, at its sole discretion, to use such information in any manner as may be deemed appropriate by ZUPOTSU and such use shall be entirely unrestricted. You represent and warrant that while sharing any Feedback or Grievance for the Platforms, You shall not use any offensive, libelous, derogatory, hateful or racially or ethnically objectionable language in respect of such Feedback and / or Grievance and that any Feedback / Grievance will be shared by You in accordance with these Terms and the Applicable Law.