

## **TERMS AND CONDITIONS**

Welcome to WLDD Private Limited (hereinafter referred to as **“Organization”, “Company”, “we”, “us”, “our”**), a company incorporated under the laws of India, with registered office at No.61, “Nalanda”, 3<sup>rd</sup> Floor, Opp. Basavanagudi Head Post Office, K R Road, Basavanagudi, Bangalore Karnataka 560004. We are the owner of <https://wldd.in/> (hereinafter referred to as the **“Website”**) which is operated by WLDD. These Terms of Use (**“Terms”**) are published in accordance with the provisions of the Information Technology Act, 2000 and the Rules made thereunder that require publishing the rules and regulations, privacy policy and terms of use on an online portal by the Organization. We request you (the **“User”**) to go through the Privacy Policy and these Terms carefully before you decide to access the services on this Website. These Terms form a legally binding agreement between the Organization and the User.

### **1. APPLICABILITY OF TERMS:**

- 1.1. By accessing or using our Website you acknowledge that you have read, understood, and agree to be bound by the Terms laid down here. In these Terms, references to **“you”, “your”, “user”** shall mean the end user/customer accessing the Website, its contents, availing or enquiring about the services on the Website.
- 1.2. We reserve the right to modify, alter or update these Terms at any time at our sole discretion by posting any such modified, altered or updated version on our Website.
- 1.3. All such modifications, alterations and updates will become effective immediately upon posting. We encourage you to check this page each time you wish to enquire about our Services or use our Website. Your continued use of our Website after any modifications, alterations or updates of the Terms are made, shall constitute your acknowledgement of such changes.

- 1.4. We reserve the right to modify, suspend, or discontinue our services, at any time temporarily or permanently, in whole or in part, with or without notice.
- 1.5. The User agrees that neither we nor any of our affiliates shall be liable to the User or to any third party for any modification, suspension or discontinuance of the services, in whole or in part, or of any content, feature or product offered through the services.
- 1.6. If the User chooses to not be bound by these Terms, the User may not subscribe to our services as provided over the Website. We encourage our Users to read these Terms carefully before proceeding and using the Website.

## **2. PRIVACY:**

We have developed a Privacy Policy in order to inform you of our practices with respect to the collection and processing of your information which is accessible at [\[insert hyperlink\]](#). By using our Website to enquire about our services, you agree to the terms of the Privacy Policy.

## **3. SERVICES OFFERED:**

- 3.1. The Company is engaged in the business of social media marketing, content management, on-demand content creation and other affiliated services for clients/brands and companies.
- 3.2. We offer meme campaigns, influencer marketing, experimental campaigns and on-demand content creation to our clients. The services are listed on the Website and the User can avail the same by enquiring about the services on our Website.

## **4. CONDITIONS FOR USE:**

- 4.1. The User will utilize the services and access the Website for lawful purposes only and comply with all applicable laws and regulations while using the Website and conducting any transactions on the Website.
- 4.2. The User will provide true, accurate, complete and current information in all instances where such information has been requested from the User. We reserve the right to confirm and validate the information and other details provided by the User at any point of time.
- 4.3. The User may not use the Website for any of the following purposes:
  - a) disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material which shall include but not be limited to information in any form;
  - b) transmitting material that encourages conduct or incites any activities that results in civil liability or otherwise breaches any relevant laws, regulations or code of practice or constitutes a criminal offence;
  - c) gaining unauthorized access to other computer systems;
  - d) interfering with any other person's use or enjoyment of the Website;
  - e) breaching any applicable laws;
  - f) interfering or disrupting networks or web sites connected to the Website;
  - g) making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner including intellectual property and confidential information which shall include but not be limited to design details, colours, counselling session videos etc.

## **5. INTELLECTUAL PROPERTY RIGHTS:**

The Company is the sole owner and lawful licensee of all the rights connected with the Website and its content. For the purpose of this clause, the content on the Website includes its design, layout, text, images, graphics, sound, video, button icons, logos etc. The title, ownership and intellectual property rights of the Website and its content shall remain with the Company, its affiliates or licensors of the content, as the case may be.

## **6. INDEMNITY:**

The User hereby agrees to indemnify and keep indemnified, defend and hold the Company, its agents, affiliates, representatives, authorized users, employees and assigns harmless from and against any and all losses, damages, liabilities and costs arising from the User's use of the Website or the services and / or the violation of these Terms by the User.

## **7. TERMINATION:**

The User understands and agrees that the Company reserves the right to terminate the User's right to use the Website or avail the services for any reason whatsoever, including without limitation, any act or omission in contravention of the Privacy Policy or of these Terms. The User further understands and agrees that any such termination may be effected without prior notice to the User.

## **8. LIMITATION OF LIABILITY:**

- 8.1. To the extent permissible by applicable law, in no event shall the Company and its affiliates or their respective employees, officers, directors, shareholders, affiliates, agents, representatives, licensors, suppliers and service providers be liable to any User for damages of any kind, arising out of or related to the availability, use, reliance on, or inability to use the Website, services, or any content or other materials on, accessed through or downloaded from the Website or services, including any direct, indirect,

special, exemplary, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

- 8.2. Your sole and exclusive remedy for any of the above claims or for disputes against us is to discontinue your use of the Website and/or services. Nothing in these Terms shall be deemed to exclude or limit your liability in respect of any indemnity given by you under these Terms.

**9. SURVIVAL:**

In the event of termination of these Terms, the provisions relating to limitation of liability, indemnity, intellectual property rights shall survive.

**10. WAIVER:**

No term of these Terms shall be deemed waived and no breach excused, unless such waiver or consent is in writing and signed by an authorized representative of the Company. Any consent by the Company to a waiver of a breach by the User, whether express or implied, shall not constitute consent to waiver of, or excuse for any other different or subsequent breach(s).

**11. AMENDMENTS:**

We reserve the right to make changes to the Website, policies, and these Terms at any time. The User will be subject to the Terms in force at the time that the User uses the Website.

**12. GOVERNING LAW AND DISPUTE RESOLUTION:**

12.1. These Terms shall be governed by the laws of India and are not intended to be subjected to the laws or jurisdiction of any state, country or territory other than that of India. Any dispute, claim or controversy arising out of, or relating to the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms, or to the User's use of the Website or the service or information to which it gives access, shall be determined by arbitration in India, before a sole arbitrator. The sole arbitrator shall be appointed or nominated mutually by both the parties to the dispute and in accordance with Arbitration and Conciliation Act, 1996, as amended from time to time.

12.2. Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The seat of such arbitration shall be Bangalore, India. All proceedings of such arbitration, including, without limitation, any awards, shall be in the English language. The award shall be final and binding on the parties.

### **13. SEVERABILITY:**

If any provisions of these Terms are held by a court of competent jurisdiction or arbitral tribunal to be unenforceable under applicable law, then such provision shall be excluded from these Terms and the remainder of these Terms shall be interpreted as if such provision were so excluded and shall remain to be enforceable in accordance with its terms; provided however that, in such event these Terms shall be interpreted so as to give effect, that is to the greatest extent, consistent with and permissible under applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction or arbitral tribunal.

### **14. COMPLETE UNDERSTANDING:**

The Company is based in India. By browsing/using the Website, you hereby acknowledge that the Company is not responsible or liable in any manner to comply with any local laws of your territory except India.

**15. GRIEVANCE OFFICER:**

If the User has questions or concerns or grievances regarding these Terms, the User can contact us as per these Terms, or if they wish to make a complaint, then please contact our grievance officer.

The name and contact details of the grievance officer are provided below:

<b>Name:</b>	Diksha Jamnani
<b>Designation:</b>	Chief Operating Officer
<b>Email:</b>	diksha@wldd.in
<b>Phone Number:</b>	+91 9538172800