

## **The Cultor | terms of use**

The Cultor website (herein referred as “platform”) is owned and operated by Cultor Creatives Pvt Ltd

these terms of use (the “terms”) shall apply to your use of the platform and of any information, text, graphics, video, data or other materials created and/or provided by Cultor or otherwise appearing on the platform. your use of the platform signifies your agreement to be bound by these terms and the privacy policy, which is incorporated into these terms by reference.

these terms limit Cultor’s liability and obligations to you, grant Cultor certain rights and allow Cultor to change, suspend or terminate your use of the platform. your use of the platform is expressly conditioned on your compliance with these terms.

### **Content and community guidelines**

we actively remove content which is not allowed on our platform and violates both our guidelines as well as applicable indian laws. if such content comes to our attention, we may take it down or ban user accounts. if you come across any content that violates these guidelines, we encourage you to report it. the intent of the creator is important. we understand the importance of creative freedom, however we do not welcome content that intends to bring discomfort, spread what may be considered hate speech and abuse or promote violence and illegal activities.

#### **a. adherence to applicable laws**

all content, including without limitation, content that is uploaded, posted, commented on, or shared by you on our platform, must adhere to the laws of india, including without limitation, the indian penal code, 1860 and, the information technology act, 2000 along with all rules and amendments made under such laws. we cooperate with legal authorities and follow enforcement mechanisms in cases of breach of applicable laws.

#### **b. nudity and pornography**

content which contains the following is prohibited on the platform and will be considered as a strict violation of these guidelines:

- i. sexually explicit, pornographic or nude material or images/videos that expose private parts (sexual organs, female breasts and nipples, buttocks) and/or portray sexual activities;
- ii. videos or images of people in compromising positions or content which portrays sexual actions or fetish or erotic intent or sexual arousal;
- iii. sextortion or revenge pornography;
- iv. bestiality or zoophilia;
- v. content that exploits or endangers any person (for example, listing of phone numbers, or other personal information aimed at any exploitation or endangerment of a person including for the purposes of encouraging or soliciting prostitution or escort services);
- vi. child pornography (including without limitation, creation, promotion, glorification, transmission or browsing of child pornography); or
- vii. content on rape, sexual objectification, non-consensual activities and molestation.

#### **c. harassment or bullying**

we strongly condemn any kind of harassment or bullying on our platform. we intend to give

our users the freedom to express themselves without the fear of emotional or psychological distress. we urge you to ignore any content that you may find petty and annoying. in addition

to this, we also encourage you to report any such content that harasses another person or intends to degrade or shame any individual.

content which qualifies as a violation of these guidelines includes, but is not limited to:

- i. posting abusive language or curse words, morphed images, and/or malicious recordings.
- ii. objectifying someone based on their race, caste, colour, disabilities, religion, sexual preferences and /or making sexual advances or otherwise engaging in sexual misconduct will not be tolerated on this platform. similarly, extorting or blackmailing any individual otherwise or on the basis of the abovementioned content is strictly prohibited.

**d. violence**

violence includes all content that causes discomfort to our users due to the goriness in the content, such as but not limited to graphical images or videos that glorify violence and suffering, or intends to incite violence, depiction of physical violence or animal cruelty.

content which promotes dangerous and illegal activities, or praises individuals, groups or leaders involved in terrorism, organized violence or criminal activities is strictly prohibited.

educative or informative content pertaining to violence may be allowed on the platform.

violent content on the platform in the form of fictional set-up, martial arts may be permitted

subject to these guidelines.

**e. hate speech and propaganda**

content that promotes violent behaviour against an individual or a group of individuals, intends to intimidate, target or demean any particular religion, race, caste, ethnicity, community, nationality, disability (physical or mental), diseases or gender, is prohibited. any kind of content which produces hatred or has the intention of creating or spreading hatred or

hate propaganda along the lines of including, but not limited to religion, caste, ethnicity, community, sexual orientation, or gender identity is also not allowed. we do not entertain content that spreads discrimination, intends to justify violence based on the above-mentioned attributes and refers to an individual or a group of individuals as inferior in

any sense or with negative connotations.

**f. illegal activities**

we have zero-tolerance for content that advocates or promotes illegal activities. we prohibit content related to organized crime, criminal activities, promotion/sale/use of weapons, firearms and explosives, violence or terrorist activities. sale of illegal goods or services, regulated goods, drugs and controlled substances, and soliciting or selling of sexual services is strictly forbidden.

users are not allowed to post content that displays tutorials or instructions or educates the users about illegal and prohibited activities including, but not limited to participating in criminal activities, making bombs or encouraging or doing or trading in drugs. do not use our platform to solicit or facilitate any transaction or gift involving such goods and services which

are declared illegal by the government of india

**g. non-consensual (personal) content**

posting or misusing personal content or data or information of another person, including

pictures or videos of other people who have not given express consent to such material being posted, is not allowed. do not post anyone's personal or intimate photos or videos without their permission or consent. we will remove such content.

revealing someone's personal data or sensitive personal information, including without limitation: contact information, address, financial information, aadhar number, healthcare information, sexual or intimate images and videos, passport information, or threatening someone to reveal or use such information, will be considered as harassment, and such activities are strictly unacceptable.

#### **h. spam**

content which displays or promotes false advertisements, fraudulent or misleading representations and security breaches, falls under the ambit of commercial spam. it is important that the content you share is authentic and facilitates the creation of a safe and trusted environment for people to post on the platform.

### **Reporting**

when you see any content or activity that violates these guidelines, please tap or click on the report button. the moment you tap or click on this tab, we will get a notification and will process your request. if we find the content or activity to be unsuitable for our platform, we will remove it.

**you understand that by using the platform you are agreeing to be bound by these terms. if you do not accept these terms in their entirety, you may not use the platform.**

**1. defined terms.** for the purposes of the terms, the following defined terms shall have these

meanings:

- a. **"ipr"** means any rights in or to, but not limited to, copyrights, patents, trademarks, brand

names, trade names, business names, know-how or confidential information and any other rights in respect of any other industrial or intellectual property, whether registrable or not and

wherever existing in the world and including without limitation all rights to apply for registrations of any of the foregoing rights.

- b. **"Platform"** means this platform (The Cultor) and any and all audio and/or visual elements

thereof, created or owned by Cultor or by Cultor's approved third party providers ("third party provider"), including, without limitation, any text, graphics, images, illustrations, photographs, animations, applications, video, audio or audiovisual works, designs, logos, and other information and content made available through the platform, as well as all underlying technical elements of all of the foregoing, including without limitation, source code, script, object code, software, computer programs, and other sets of statements and instructions.

**2. grant of rights.** Cultor grants you a limited, non-exclusive, non-assignable, non-transferable right and license to use and display the platform, solely as described in these terms, provided that you fully comply with these terms.

**3. platform changes.** Cultor may at any time and in its sole discretion, add, modify, or remove any feature, function or portion of the platform, the terms, and/or the privacy policy, in whole or in part, with or without notice to you, prior or otherwise. any changes to

the terms will be effective as of the posting date. Cultor will provide prominent notice on the platform of any changes to the terms and/or the privacy policy. your continued use of the platform after Cultor posts notification of any modifications to the terms and/or privacy policy shall be deemed your explicit acceptance of those modifications and shall constitute your agreement to the terms, as modified.

#### **4. Intellectual property rights**

- a. the platform and all ipr therein are owned by Cultor and/or its content providers and other licensors, and are subject to protection under the relevant intellectual property laws throughout the world. except as expressly set forth in these terms, or as otherwise permitted in writing by Cultor, you agree not to: (1) capture, transfer, upload, distribute, sell, license, modify, manipulate, reproduce, perform, publicly display, create derivative works from or based upon, or otherwise exploit the platform, in whole or in part, on any other web platform or in any medium now known or hereafter developed; and (2) remove or modify any trade names, product names, logos, trademarks, copyrights or other proprietary notices, legends, symbols or labels on the platform (each of the foregoing, “unauthorized conduct”).
- b. any unauthorized conduct constitutes a violation of these terms and an infringement of the ipr of Cultor and/or its content providers or other licensors. any such infringement or violation may subject you to civil and criminal liability and penalties under intellectual property laws throughout the world, including, without limitation, the payment of damages and attorneys’ fees.

#### **5. Platform rules and guidelines**

- a. any features and/or services provided on the platform by Cultor, including, but not limited to, user comments, start project and e-mail functions, Upload portfolio, browse jobs are subject to the terms, the guidelines set forth below or as published or modified by Cultor from time to time (collectively, the “rules”). notwithstanding anything to the contrary in the rules, in the event that Cultor determines, in its sole discretion, that you have violated the rules and/or the privacy policy, or that any part of your submission, violates the rules, Cultor will have the right to immediately remove such submission, in whole or in part, and to temporarily suspend your user account and access to the platform, with or without notice to you, prior or otherwise. in the event that Cultor, determines that your first violation was particularly offensive, Cultor will have the right to immediately and permanently terminate your Cultor user account and access to the platform, with or without notice to you, prior or otherwise. any user may report abuse by sending an email to [hello@thecultor.com](mailto:hello@thecultor.com)
- b. in order to access some features of the platform and membership application, you may be required to submit personal information, or create or register for a user account or pin number. in consideration for your use of the platform, you agree to:
  - (1) comply with the rules;
  - (2) provide accurate, complete and true information about yourself as may be required on any registration form for the platform (your, “registration information”); (3) maintain and update, as applicable, your registration information with current and complete information. users who violate the rules, or provide inaccurate, false, or non-current registration information may, at Cultor’s sole discretion, have their accounts suspended, and you may be

permanently banned from using any current or future features or services of the platform.

**6. Third party web platforms** . some of the information of this platform may be proprietary to third party providers and licensed to Cultor. the platform may furthermore frame, and/or contain links to or advertisements about, non-Cultor web platforms (the “linked platforms”). The linked platforms may also reference, advertise, or link to the platforms. notwithstanding the foregoing, Cultor does not itself endorse or sponsor the linked platforms and is not responsible for the content of such platforms. Cultor expressly disclaims any statements or assertions made on all non-Cultor web platforms, and denies all liability associated with your use of the linked platform or its content. you are responsible for reviewing and abiding by the privacy statements and terms of use posted on such linked platforms. your interactions with third parties (including, without limitation, advertisers) on the linked platforms and your transactions, and any terms, conditions, warranties or representations associated with such transaction on the linked platforms, are solely between you and the third party. third party trademarks, trade names, product names and logos are the trademarks of their respective owners. third party platforms include, but are not limited to typeform, google, substack, mailchimo, Amazon web services, Razorpay etc.

**7. Disputes with other users.** if you have a dispute with another user of Cultor, you release Cultor and its affiliated entities from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown including without limitation attorney’s fees, arising out of or in any way connected with such disputes.

**8. User submissions.** during your use of the platform, you may submit text responses, chats, comments, suggestions and other information (collectively, the “submissions”) to the platform, whether or not requested to do so by Cultor. you shall be deemed to have granted Cultor a worldwide, perpetual, royalty-free, non-exclusive, transferable, sub-licensable, license to cache, copy, distribute, transmit, publicly display, reproduce or otherwise use the submissions on the platform and in other media, digital or analog, now known or hereafter developed throughout the universe including, without limitation, the internet, mobile devices, and in advertising or promotion, print or otherwise. for the avoidance of doubt, by submitting your submission you understand and agree that any submission may become publicly viewable on the platform or elsewhere. Cultor shall have no obligation to pay you any compensation for your submissions. Cultor is under no obligation to post or use any submission you may provide. Cultor may, in its sole discretion, remove any submission at any time, with or without notice to you, prior or otherwise. you may request the removal of your submission for any reason on reasonable written notice to Cultor, on receipt of which Cultor will take commercially reasonable steps to comply. any views and opinions expressed in a submission reflect the author’s point of view and are not necessarily those of Cultor or its affiliated entities.

**9. termination.** you understand and agree that Cultor may, in its sole discretion and at any time suspend, or terminate your use of the platform for any reason and discard and remove any and all of submissions posted by you. Cultor may also, in its sole discretion and at any time, discontinue the platform, in whole or in part, or limit or restrict any access thereto, for any reason. you understand and agree that Cultor may take any one or more of these actions

without any notice to you, prior or otherwise. you understand and agree that Cultor shall not have any liability to you or any other person for any termination of your access to the platform and/or removal of information concerning your actions on the platform.

**10. Membership policies.** Cultor is a community of members. in order to become a member you must apply through our platform. Cultor is a diverse community open to all qualified applicants. cancellation or suspension of membership is governed by the Cultor. submission of information as part of the application process is governed by the privacy policy.

**11. Device requirements.** in order to enjoy the platform on your smartphone or other device, your device must satisfy certain system requirements. if you have trouble accessing the platform please consider updating your device to the latest operating system or check the applicable marketplace for system requirements (i.e. apple, google etc).

**12. indemnification.** you agree to indemnify and hold Cultor harmless for any and all disputes, claims, damages, losses, and causes of action (including without limitation attorney's fees) arising from these terms, your use of the platform, or your violation or claimed violation of any law or rights of a third party, or any other breach or claimed breach of the terms.

**13. Disclaimer.** you agree that use of the platform is entirely at your own risk. the platform is provided "as is" "with all faults" and "as available" and without warranties of any kind either express or implied. to the fullest extent permissible pursuant to applicable law, Cultor disclaims all warranties, express or implied, including without limitation, implied warranties and conditions of merchantability and fitness for a particular purpose, title, and non-infringement. Cultor does not warrant that the availability of or the functions contained in the platform will be uninterrupted or error-free, that defects will be corrected, or that this platform is free of viruses or other harmful components, or that the platform does not violate any ipr of any person. Cultor does not warrant or make any representations regarding the use or the results of the use of the platform in terms of its correctness, accuracy, reliability, or otherwise. No oral or written information or advice given by Cultor and its affiliated entities shall create a warranty. applicable law may not allow the exclusion of implied warranties, so the foregoing exclusion may not apply to you.

**14. Limitation of liability.** under no circumstances, including without limitation, negligence, shall Cultor and its affiliated entities be liable for any direct, indirect, punitive, incidental, special, exemplary, consequential damages, attorney's fees or any damages whatsoever including, without limitation, damages for loss of use, data, business or profits that result from the use of, or the inability to use, the platform even if the possibility of such damages has been advised, and even if a remedy set forth herein is found to have failed its essential purpose. while Cultor takes precautions against security breaches, no web platform or internet transmission is completely secure, and as such, Cultor and its affiliated entities shall not be liable for any direct, indirect, punitive, incidental, special, exemplary or consequential damages that may result from unauthorized access, hacking, data loss, or other breaches that may occur on the platform. in no event shall the total liability of Cultor

and its affiliated entities to you for all damages, losses, and causes of action, whether in contract, tort (including without limitation, negligence), or otherwise, exceed the amount paid by you to Cultor, if any, for accessing and using this platform.

**15. International access.** Cultor makes no representations that the platform content, and its copyrights, trademarks, patents, and licensing arrangements, are appropriate or available for use by certain individuals in certain countries. Those who choose to access the platform from locations outside India do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

## **16. Cancellation/Refunds**

### **Subscription period**

The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (such as daily, weekly, monthly or annually), depending on the type of Subscription plan you select when purchasing the Subscription.

At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or the Company cancels it.

### **Subscription cancellations**

You may cancel Your Subscription by mailing us at [memberships@thecultor.com](mailto:memberships@thecultor.com) or calling us at +91 8700037472. You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.

## **17. Other.**

a. governing law. your use of this platform constitutes your consent and submission to service of process under applicable Indian law and your submission to the exclusive jurisdiction and venue of the state and federal courts located in New Delhi, for the purposes of any legal action or claim pertaining to these terms of use, or arising from the use of the platform and you hereby waive any defenses such as lack of personal jurisdiction or forum non conveniens.

b. arbitration. the parties hereto agree to enter into good faith negotiations to resolve any dispute, claim or controversy at law or equity that arises out of or is related to use of the platform, or the contents of the terms or the privacy policy (each, a "claim"), for a period of sixty (60) days from the date the claim arose. in case such resolution is not possible and 60 days have passed, the parties may proceed to resolve this issue by appointing a sole arbitrator at the discretion of the company, as per the Arbitration and Conciliation Act, 1996. courts of New Delhi shall have all relevant jurisdictions.

c. all claims you bring against Cultor must be resolved in accordance with this section. all claims filed or brought contrary to this section shall be considered improperly filed. should you file a claim contrary to this section, Cultor may recover reasonable attorney's fees and costs, provided that Cultor has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim within sixty (60) days of such notice.

d. any claim must be filed within one (1) year after such claim arose regardless of any status

or law to the contrary. in the event any such claim is not filed within such one (1) year period, such claim shall be barred.

e. any failure to act by Cultor with respect to a breach by you or others does not waive Cultor's right to act with respect to subsequent or similar breaches.

f. notwithstanding anything to the contrary, Cultor reserves the right to seek the remedy of specific performance of any term of these terms, or a preliminary or permanent injunction against the violation of these terms or in aid of the exercise of any power granted in these terms, or any combination thereof.

g. captions and headings. all captions, indices, titles, subject headings, section titles and similar items contained in these terms are provided for the purpose of reference and convenience only and are not intended to be inclusive, definitive or to affect the meaning or content of these terms.

h. relationship. the relationship between the parties is as set out in these terms and no employment, joint venture, partnership or agency relationship shall be deemed to subsist between the parties and neither shall have the power to bind the other, except as otherwise set forth herein.

i. severability. if any of the provisions of the terms are held illegal, inapplicable or non-executable by a court of competent jurisdiction, such provisions shall be limited or eliminated to the minimum extent necessary so that the terms shall otherwise remain in full force and effect and remain enforceable and said ruling will not affect any other provision set forth in this the terms and will not render such other provisions invalid, inapplicable or non-executable.

j. compliance with laws. you agree to comply with all applicable laws, rules and regulations in connection with your activities hereunder.

k. miscellaneous. you agree that no joint venture, partnership, employment, or agency relationship exists between you and Cultor as a result of these terms or your use of the platform. these terms are subject to existing laws and legal process, and nothing contained in these terms is in derogation of any obligation on our part to comply with governmental, court and law enforcement requests or requirements relating to your use of the platform or information provided to or gathered by us with respect to such use.

l. entire agreement. these terms set forth the entire understanding and agreement between you and Cultor with respect to the subject matter of these terms.

m. last modification. this terms of use was last modified on 6th February 2021.