

Yippster Terms and Conditions for Operator Billing

1. SCOPE, RIGHTS, & RESPONSIBILITIES OF CONTENT SELLER:

The following section describes the Scope, rights, and responsibilities of Content Seller:

- 1.1. Content Seller will be fully responsible for the IP and Ownership rights of the content it serves through its platform, and for the timely delivery of the content to its customers, through its web and mobile interfaces.
- 1.2. Content Seller will sell through Yippster, only digital content that is mobile consumable.
- 1.3. Content Seller would guarantee that under no circumstances, would Yippster be held liable for non-performance of services promised by Content Seller. Similarly, Yippster would not be responsible for IP, nature (libellous, defamatory or otherwise unlawful material) and ownership issues on the content provided by Content Seller.
- 1.4. Content Seller would not violate the IP owned by Yippster or its partners. All uses of the IP (trademarks, copyrights etc.) so required would be undertaken only after a written approval of its lawful owner.
- 1.5. In case of any Event of Refund or a penal action demanded by operator on the Content provided/ promotion of content by the Content Seller, the Content Seller would indemnify Yippster with the same amount. The amount if comes deducted in the payment to Yippster, would be deducted by Yippster during its payments to the Content Seller
- 1.6. In the event of any invoices raised by Yippster getting rejected by the Operators, the same would be first cleared with Operators and post getting clearance and payment by Operator, shall be shared with the Content Seller.
- 1.7. In case of Waivers given by Operators on the content provided by the Content Seller, Content Seller would indemnify Yippster on the same.
- 1.8. Post Yippster raising invoice to Operator, the Content Seller should raise an invoice to Yippster, of the Operator reconciled amount shared by Yippster with the Content Seller.
- 1.9. In the event of Operator dispute of charging, where Operator directs the Content Seller/ Yippster to grant that content free of cost to the customer, Yippster would not be liable to pay for this transaction, as the charging to the customer would not have happened.
- 1.10. The promotions and the use of any Content of the Content Seller, shall not be a responsibility of Yippster. However, if the Operator wants to use/promote any content belonging to the content Seller, and approaches Yippster, Yippster in this case would act solely as a facilitator between the Operator and the Content Seller.
- 1.11. Any liability accruing out of the use of words such as "donation", "contribution", "support" or any similar terminology, in relation to transactions facilitated through the Yippster infrastructure, shall lie solely with the Content Seller

2. Content Guidelines

- 2.1. The Content Seller agrees and undertakes to ensure that the content provided by them pursuant to this agreement shall not contain the following:
- 2.2. Offensive Messages:
 - a. any information that is grossly offensive or has menacing character; or
 - b. any information which he knows to be false, but for the purpose of causing annoyance, inconvenience, danger, obstruction, insult, injury, criminal intimidation, enmity, hatred or ill will, persistently by making use of such computer resource or a communication device; or
 - c. any electronic mail or electronic mail message for the purpose of causing annoyance or inconvenience or to deceive or to mislead the addressee or recipient about the origin of such messages.
- 2.3. Obscenity as per Indian law:
 - a. capturing, publishing or transmitting the image of a private area of any person without his or her consent, under circumstances violating the privacy of that person, ("private area" means the naked or undergarment clad genitals, pubic area, buttocks or female breast).

- b. Obscene information which entails any material which is lascivious or appeals to the prurient interest or if its effect is such as to tend to deprave and corrupt persons who are likely, having regard to all relevant circumstances, to read, see or hear the matter contained or embodied in it.
- c. Material containing sexually explicit act or conduct.
- d. Material depicting children in obscene or indecent or sexually explicit act or manner, or facilitating abusing children online.
- e. Material insulting the national flag / using any national symbols or marks of national pride – anything that can be deemed to hurt national pride or patriotic feelings (including use of national anthem / vande mataram/ other patriotic songs).
- f. Content or material infringing third party intellectual property rights / copyrights.
- g. Content that is vulgar, pornographic, misleading, defamatory, libellous, offensive, derogatory, threatening, harassing, abusive or violent content.
- h. Material that may promote hatred or enmity between different groups on grounds of religion, race, gender, place of birth, residence, language, etc.
- i. Imputations, assertions that are prejudicial to national integration.
- j. Political statements – either supporting or opposing any particular political party / group.
- k. Material known to be false and propagated for spreading falsness.
- l. Material that can outrage religious feelings of any class by insulting its religion or religious beliefs.
- m. Defamatory material.
- n. Intentional insult with intent to provoke breach of peace.
- o. Content insulting the modesty of a woman.
- p. Content which may be deemed illegal by any competent Legal / Quasi Legal or regulatory body in India.
- q. Content or Service which may be in violation of the Telecom License of the Operators.

3. INDEMNIFICATION:

- 3.1. Content Seller (“**Indemnifying Party**”) hereby undertakes and agrees to indemnify and hold harmless Yippster, and its successors, assigns and their respective directors, officers, representatives, employees and agents (each, an Indemnified Party) and keep the Indemnified Party at all times fully indemnified and held harmless from and against all Actions, proceedings, claims, liabilities (including statutory liabilities), penalties, demands and costs including legal costs, awards, damages, losses and/or expenses), including any civil or criminal fines imposed by any relevant government or regulatory authority and any legal fees, costs and expenses; however arising directly or indirectly as a result of
- 3.1.1. any material breach or non-performance by the Indemnifying Party's of any of its undertakings, warranties, covenants, declarations or obligations under this Agreement; or
 - 3.1.2. any claim or proceeding brought by the end user or any other person against the Indemnified Party in respect of any services offered by the Indemnifying Party; or
 - 3.1.3. any act, neglect or default of Indemnifying Party's agents, employees, licensees or customers
 - 3.1.4. on account of any misrepresentation or omission, fraud, inaccuracy, gross negligence or breach by the Indemnifying Party
 - 3.1.5. any civil and criminal disputes, litigation, loss, damage or any other claim raised by any third party including owner/ any person claiming to have right with respect to the Content or any part thereof
 - 3.1.6. any loss or damage of whatsoever nature resulting from the clauses hereinabove
 - 3.1.7. any claim by any other party against the Indemnified Party arising from the clauses above
- 3.2. Content Seller at its own expense, will indemnify, defend Yippster, its employees, representatives, agents, from and against any judgment, loss, damage, liability, cost or expense (including reasonable attorneys' fees) arising from any third party claim, brought against Yippster or its Affiliates relating to content provided by

Content Seller that contains any material or information that is obscene, defamatory, libellous, slanderous, that violates any person's right of publicity, privacy or contains any Virus

- 3.3. The indemnities under this Clause are in addition to and without prejudice to the indemnities given elsewhere in this Agreement and all the indemnities provided herein, shall survive the termination of this Agreement
- 3.4. In no event will either party be liable for any loss of profits, loss of use, business interruption, loss of data, costs of procurement of substitute goods or any other kind of indirect, special, incidental or consequential damages in connection with or arising out of this Agreement.

4. INDEMNIFICATION PROCEDURES:

- 4.1. If a Claim is brought by a third party against Yippster its officers, directors, employees, agents, contractors, successors or assigns (each an **"Indemnified Party"**) in respect of any obligation contained in this Agreement for which indemnification is provided by Content Seller, then Yippster shall:
 - 4.1.1. promptly notify the Content Seller thereof and subject to Indemnified Party being reasonably satisfied at all times with Content Seller's conduct of the defence to such Claim, the Indemnified Party shall:
 - 4.1.2. allow the Content Seller to control the defence of such Claim; and
 - 4.1.3. at the request and expense of the Content Seller, provide the Content Seller with reasonable assistance for the purpose of the Content Seller defending any such Claim, provided always that the Content Seller shall not admit or settle any such Claim without consent of each of the Indemnified Parties
- 4.2. When Content Seller assumes the defence of an Indemnified Party's third party Claim, the Content Seller shall:
 - 4.2.1. promptly and in any event within a period of five (5) days from the Indemnified Party's notification as set out in above clauses, notify each of the Indemnified Parties that it has assumed such defence
 - 4.2.2. at all times have regard for the interests and reputation of the Indemnified Party and each of the Indemnified Parties
 - 4.2.3. consult and keep each Indemnified Party informed, in relation to any negotiations, settlement or litigation; and
 - 4.2.4. not, without the prior written consent of the Indemnified Party and each Indemnified Party, enter into any settlement or compromise of the Indemnified Third Party Claim that involves a remedy other than the payment of money by the Content Seller
- 4.3. It is expressly understood by the Content Seller that Yippster shall not be liable in any manner whatsoever or howsoever for any loss or damage or claims that may arise out of or otherwise howsoever from any refusal by Content Seller to provide Content / Service to Users for any reason whatsoever. Yippster does not hold out any warranty or make any representation of the quality, suitability, delivery of the Services offered to the User by the Content Seller under this Agreement and further Yippster shall not entertain any correspondence in this regard