

Terms and Conditions

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YOU AGREE

Before you begin to explore the website, you ("you", "your", "yourself", "user" and/or "subscriber") will need to review the terms and conditions of Twistfuture. These terms and condition will constitute a binding contract between you and Twistfuture. These terms explains your obligation towards Twistfuture when you use the services of the website "Twistcontent.com". By using this website, you agree that these terms of use are acceptable to you. If you do not agree to these terms of use, please do not use this site and it is hereby stated by Twistfuture that using this site without accepting the terms and conditions is tantamount to unauthorized usage, punishable by law. Twistfuture reserves the right, at its discretion, to change, modify, add, alter, delete or remove portions of these terms. Your continued use of this website following the posting of any change or modification of these terms will mean you accept those changes or modifications. Twistfuture reserves the right to withdraw access to this website and to change, modify, revise the materials, products and pricing listed or offered through this website at any time.

YOUR AGE

You hereby certify that you are 18 years of age or older. In addition, be aware that some of the information available on the website is unsuitable for children; therefore it is the responsibility of their parents to accompany their children while viewing or using this website. This website is recommended for use of individuals of age of 18 years or above, but if you are above 13 years of age or older but below 18 years, you may be granted access by providing either of their parents Email IDs and an Email will be sent informing the parent that their ward has registered himself/herself to use the Twistfuture services through this website. Parents of such wards will be liable for damages or losses occurred due to activities or action of their wards and are legally bound by any Acts/ Deeds/ Violations of the Twistfuture Terms of Use & Privacy Policy by their wards.. Twistfuture shall not be liable for a minor viewing the website without a parent or guardian.

REGISTRATION DETAILS

You agree to provide Twistfuture with accurate, complete and updated registration information. If you do not provide Twistfuture with accurate, complete and updated registration information, you are not authorized to use the service and your account may be terminated immediately. You further agree that, in providing such registration information, you will not knowingly or otherwise omit or misrepresent any material facts or information and that you will promptly enter correct and/or updated Registration Data via the Service, or otherwise advise us promptly in writing of any such changes or updates. You further consent and authorize Twistfuture to verify your Registration Data as may be required for your use of and access to the Service, as applicable.

DEFINITIONS

Content

Content such as the synopsis, cast, crew, reviews, previews, themes, wallpapers, stills, screensaver, photographs, animation, data, information, database, design, games, interactive content, trailers, making, images, and any text, images, messages, newsletters, music, audio,

video or its derivative, with or without sound, audio clips from the Sound Recording, created or collated by Twistfuture from the Source Content, as may be granted by Twistfuture to you for distribution under this Agreement strictly in accordance with these terms and conditions and the license agreement. Such Content may also include ring-tones, mono tones, poly-tones, true-tones, sing-tones, created, converted or inspired from the Source Content.

Mobile Devices

Mobile Devices are devices which have telephony capability, either inbuilt or by in conjunction with any device or software which allows it to have a telephony usage, accessed by wires or wireless which includes but is not limited to GSM, CDMA, WiFi, WiMax, TCP/IP, Internet or any other protocol, service or format, either existing at present or which may be invented in the future.

Mobile Service Providers

Mobile Service Providers are entities who are in the business of providing telephony services to their consumers, either via wires or wireless, landline or mobile, via GSM, CDMA or any protocol.

Non Subscriber

Refers to those users who pay for particular services only on "a la carte" basis i.e. paying for one or more service(s) without a package deal.

Ring Tone

Shall mean an audio clip developed from and based on Source Content digitally encoded for use solely as the "Ring Tone" audio file that can be downloaded from the website and is ringing when you receive mobile call.

Service

Refers and includes any and all application of contents to all users of website Twistcontent.com

Source Content

Shall mean the Sound Recordings and accompanying Video Recordings of Music Labels or any other content, wherein Twistfuture has the rights to commercially exploit the content on digital platforms.

Subscriber

Refers to any user who enrolls subscription for services covered under terms and conditions of End User License Agreement (EULA).

Term

The duration of the validity of your accessibility to the website and the content, depends upon the plan you have subscribed and the payment you have made.

Party / Parties

You and Twistfuture.com shall individually be referred to as "the Party" and collectively as "the Parties" unless otherwise stated.

SERVICE APPLICATION

The website Twistcontent.com shall provide DRM-free file format for sampling and downloading media. The Services are provided to the subscriber as per the selected subscription plan depending on the payment of Subscription fee, subject to certain limitations as described herein. The subscribers are granted specified download rights of DRM-free media files from the catalog of website. You must have internet connection for accessing this website. It is essential that every user, subscriber or non-subscriber, must register with the terms of the website to use the services available through the website. You shall be required to enter certain Personal information which will be governed as per the rules of Twistfuture and must pay fees as per the option selected by you for receiving uninterrupted service during the term. To complete the enrollment process, you must fill the Service registration form provided on the website.

The Services includes

- » On-demand streaming of full length tracks, audio/visual or certain other premium features
- » Games
- » Complete Movies

USER ACCOUNT & SECURITY

All Registered Users shall have user name and password. It shall be the sole responsibility of the Users to maintain the confidentiality and security of their Account. You should not reveal your Account information to anyone else or use anyone else's Account. Your User account and password are personal and should be kept confidential. You agree that you will not allow another person to use your user account to access and use the service under any circumstances. You are solely and entirely responsible for maintaining the confidentiality of your user account and for any charges, damages, liabilities or losses incurred or suffered as a result of you failure to do so. Twistfuture is not liable for any harm caused by or related to the

theft of your IDs, your disclosure of your user account, or your authorization to allow another person to access and use the Service using your user account. Furthermore, you are solely and entirely responsible for any and all activities that occur under your account including any charges incurred relating to the Service and you agree to immediately notify us of any unauthorized use of your Account or any other breach of security.

Although Twistfuture will not be liable for your losses caused by any unauthorized use of your user account, you may be liable for the losses of Twistfuture or others due to such unauthorized use. In consideration of your use of the Site and Services, you agree, where information is requested, to provide true, accurate, current, and complete information about yourself, and to maintain and update it promptly. You agree that if any information you provide is false, inaccurate, not current, or incomplete, we may terminate your use of the Site and/or the Services.

FREE SERVICE FACILITY

When you register as a User of the website, from time to time, Twistcontent.com might, initially allow you to have an option to avail one of the services of your choice, free of cost, as provided on the website. This is a free trial given to newly registered Users during which User can try out any one Service for free of cost for a limited period as may be prescribed for particular service. You may terminate your free service facility any time during the Free Service Facility Period for which you will not have any financial obligation with respect to the usage. Before expiry of the said Free Service Facility period, you shall be given an option to discontinue or continue the services on Website. If you chose to continue, you will have to pay for the services as per your selection from the options provided on the website. The Free Service Facility will expire anytime after midnight on the last day of the Free Service Facility. If you subscribe to a Service after you have already received a Free Service Facility on such Service, you will have to pay immediately upon registration. Free service is also limited to one per credit card. Should two customers use the same credit card to subscribe to website services, only the first customer is eligible to receive a Free Service Facility.

FEE & PAYMENTS

The Price List for each service is displayed on website representing the full retail price listed for each service. You shall pay for the Service that you chose from the options given on the website. The Price List mentions the prices of each service in each country denoted in their respective currency and the User shall pay in the currency of their country.

Twistfuture's online portal will allow the user to BUY the content available using the following forms of payments; Twistfuture may withdraw any of the following payment option at its sole discretion.

- » Credit Cards
- » VISA
- » MAST
- » AMEX
- » DINERS
- » Internet Banking (for Indian customers only)
- » Debit Cards
- » eCoupons
- » Prepaid Cards (for Indian customers only)
- » Paypal

You shall make timely payment of all fees for the services. If you want to designate a different payment card or if there is a change in your payment mode or account status, you must inform online to Twistfuture. You must provide the Twistfuture website with the aforesaid information at least seven (7) days prior to such change being applicable to avoid temporary disruption or delay in the Service until the website authorities verify the validity of the new payment card or mode other than the Unlimited Downloads pack, for which the user will have to make a transaction on the website.

Twistfuture reserves right to change the prices of the products and services and the availability of Services at its sole discretion.

Payment made by credit card or any other mode as mentioned above should be received by Twistfuture on time. If for any reason Twistfuture does not receive payment from the credit card issuer or any agent involved in any of the above payment modes, you agree that you shall pay all amounts due upon demand by Twistfuture.

Twistfuture is not responsible for your delay in making payment to Twistfuture and hence in the event your account is deactivated if there are unpaid dues from you, Twistfuture is not responsible and you may have to re-register as User on the website.

INTELLECTUAL PROPERTY RIGHTS

It is hereby specifically recorded that the content available through the Service is the sole and exclusive property of Twistfuture or its Licensors and is protected by copyright and other intellectual property laws. Intellectual Property Rights for the purpose of this Agreement shall always mean and include copyrights whether registered or not, patents including rights of filing patents, trade marks, trade names, trade dresses, house marks, collective marks, associate marks and the right to register them, designs both industrial and layout, geographical indicators, moral rights, broadcasting rights, displaying rights, distribution rights, selling rights, abridged rights, translating rights, reproducing rights, performing rights, communicating rights, adapting rights, circulating rights, protected rights, joint rights, reciprocating rights, infringement rights and all those special rights conferred as a result of the Berne Convention, 1979 individually as a result of prospective local laws in accordance with the Convention and the Trade Related Aspects of Intellectual Property Rights Agreement of the World Trade Organization. All those intellectual property rights arising as a result of domain names, internet or any other form of an electronic/technological law shall also vest in the domain of Twistfuture. The Parties hereto agree and confirm that no part of any intellectual property rights mentioned hereinabove is transferred in the name of User and any intellectual property rights arising as a result of these presents shall also be in the absolute ownership, possession and control of Twistfuture.

Your request to license a track by downloading is personal to you, and the track may not be used, sold, rented, transferred, licensed or otherwise provided to any other user. License to downloaded tracks include only those rights explicitly stated in the Service (typically, the right

to play back for your own personal use from your personal computer, CD player, digital player, or other personal consumer electronic device), and, for the avoidance of doubt, do not include the right to create a derivative work, to make copies other than for your own personal use, or to use the track in any commercial manner.

You shall promptly notify Twistfuture in writing upon your discovery of any unauthorized use or infringement of the Service (or its contents) or Twistfuture's patent, copyright, trade secret, trademarks or other intellectual property rights. The Service contains proprietary and confidential information that is protected by copyright laws and international treaty provisions.

REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

You may post reviews, comments, and other content; send other communications; and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, offensive to any caste, class, community or individual, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam". You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Twistfuture reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant Twistfuture a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Twistfuture and sub-licensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Twistfuture for all claims resulting from content you supply. Twistfuture takes no responsibility and assumes no liability for any content posted by you or any third party.

You are solely responsible for the content including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") that you post on the Twistfuture Website, and any material or information that you transmit to other Members and for your interactions with other Users. Twistfuture does not endorse and has no control over the Content. Content is not necessarily reviewed by Twistfuture prior to posting and does not necessarily reflect the opinions or policies of Twistfuture. Twistfuture makes no warranties, express or implied, as to the Content or to the accuracy and reliability of the Content or any material or information that you transmit to other Members.

KINDLY NOTE THAT TWISTFUTURE PROHIBITS PORNOGRAPHY ON ITS SITE. Please choose carefully the information you post on the Twistfuture Website and that you provide to other Users. Your Twistfuture profile must not include any photographs containing nudity, or obscene, lewd, excessively violent, harassing, sexually explicit or otherwise objectionable subject matter. STRINGENT PENAL AND CRIMINAL ACTIONS WILL BE INITIATED AGAINST THOSE FOUND INDULGING IN ABOVE REFERRED ACTIVITIES. Any user or member who publishes or transmits or causes to be published in the electronic form, any material which is lascivious or appeals to the prurient interest or if its effect is such as to tend to deprave and corrupt people who are likely, having regard to all relevant circumstances, to read, see or hear the matter contained or embodied in it shall be strictly treated under the provision 67 of the Information Technology Act 2000 and as per the provisions of Indian Penal Code and other appropriate statutes applicable in that scenario. Despite this prohibition, information provided by other Members (for instance, in their profile) may contain inaccurate, inappropriate, offensive or sexually explicit material, products or services, and Twistfuture assumes no responsibility or liability for this material. If you become aware of misuse of the services provided by Twistfuture by any person, please contact Twistcontent.com Privacy Coordinator.

TERMINATION

If you violate, breach or fail to comply with any clause of this Agreement, we may terminate this Agreement or restrict or suspend or terminate your use of the Services immediately and without notice. You may terminate this Service by ceasing to use the Service. Termination is your sole right and exclusive remedy if you are not satisfied with the Service. Your determination of the Service shall lead to cessation of your access to the Service. However, you cannot escape your liabilities and obligations to pay accrued charges, if any, till date of termination of service reflecting as unpaid in your account.

We reserve the right to terminate your use of the Service, without cause, upon reasonable notice. In case such termination occurs in the middle of your subscription period and you have not exhausted the downloads permitted to you under the applicable payment plan, we shall refund to you the unutilized share of your prepaid subscription fee for the remaining unused downloads which shall be calculated on a pro-rata basis.

eCoupon Terms & Condition

User using the eCoupons in any manner shall be deemed to have read, understood and accepted these terms and conditions. eCoupon carries no cash value and cannot be transferred, negotiated or sold and cannot be redeemed against cash. eCoupon and unused portions of eCoupon expire on the date listed on the voucher, where permissible under applicable law. The expiration date will be printed on the card. The eCoupon are only valid as payment towards a full price on or before the expiration date.

Gift eCoupons are issued from time to time in promotions at our discretion. Only one Gift eCoupon can be applied to any single order. Prepaid eCoupons are bought from our vendor or any other source by customer and can be combined with one or more prepaid eCoupons.

REDEMPTIONS of eCOUPONS

- » To use your eCoupon you will be required to enter its unique code at the online checkout during the purchase process. This will also confirm your agreement to these terms and conditions.
- » One or more Prepaid eCoupon can be redeemed against an order and can be combined with one Gift eCoupon.
- » Any unused balance will be held in the recipient's eCoupon and used at any time up to the expiry date of the voucher.
- » However, if the order value exceeds the amount of the eCoupon, the balance must be paid by credit or debit card or any other payment option available.

» If your chosen item is lower in price than the original amount, the balance will be held in eCoupon for you to use against any future purchase. Please note that where an eCoupon balance is held we will not refund any money.

Refund of eCoupon

Sometimes we have to cancel an order for reasons beyond our control, e.g. the weather or mechanical breakdown. Twistfuture will credit back the respective eCoupon, based on the amount redeemed.

The eCoupons are not refundable, if any reason Twistfuture believes that the eCoupon was used by an unauthorized user or if Twistfuture.com is unable to verify the user. Under no circumstances Twistcontent.com's liability shall exceed giving the User a replacement eCoupon of the same nature and of the same value.

Legal Restriction on eCoupon

When you use an eCoupon you warrant to Twistfuture that you are the duly authorised recipient of the eCoupon and that you are using it in good faith. The offer contained in the electronic communication ("eCoupons") is made by Twistfuture.com and is open to targeted Twistfuture registered users ("Users") who are 18 years of age or older and/or are persons competent to contract. The minors and person incompetent to contract and any acceptance of offer and usage of eCoupons by these persons shall be invalid and void. eCoupons are also not offered to, and shall not be used by, such Users who under any statutory obligations are prohibited to use eCoupons. eCoupon is the property of Twistfuture and Twistfuture has the right to cancel the eCoupons at will and at any time (including during the validity period of the E-Coupon) without giving any prior intimation to the User. The eCoupon is a privilege from Twistfuture.com and not a right or claim against Twistcontent.com.

Twistfuture is not responsible for any typographical error leading to an invalid coupon. Twistfuture does not guarantee that any one or more listings on Twistfuture or the desired

listings of the Users would have eCoupon as the payment option. Twistfuture is neither recommending you to purchase the specific item which you intend to purchase or actually purchase using eCoupon nor Twistfuture is warranting or endorsing any product or services listed on Twistfuture. Twistfuture shall not be liable for any lost or stolen eCoupon and eCoupons once issued shall not be reissued. Twistfuture makes no representation or warranties of any kind regarding any product or service provided by any third party in connection with any eCoupon and shall not be responsible for any costs, damages, accident, delay, injury, loss, expense or inconvenience that may arise in connection with the use of eCoupons.

The right to use an eCoupon is personal to the original recipient and may not be transferred, reproduced or , distributed or stored in a data retrieval system either directly or indirectly in any form or by any means for use by anyone other than the original recipient, without the prior written permission of Twistfuture. Twistfuture has the right to withdraw or cancel an eCoupon for any reason at any time.

If you redeem, attempt to redeem or encourage the redemption of an eCoupon to obtain benefit which you or a third party are not entitled to you may be committing a civil or criminal offence.

If we reasonably believe that any eCoupon is being used unlawfully or illegally we may reject or cancel any eCoupon and you will have no claim against us in respect of any rejection or cancellation. Twistfuture reserves the right to take any further action it deems appropriate in such instances.

All offers are subject to availability of items on Twistfuture. Twistfuture shall not be liable to any customer or household for any financial loss arising out of the refusal, cancellation or withdrawal of any eCoupon or any failure or inability of a customer or household to use a discount voucher code for any reason.

The failure of Twistfuture to take any action in respect of a breach of these terms and conditions shall not constitute a waiver of their enforceability. Twistfuture reserves its rights in respect of these terms and conditions at all times.

TECHNOLOGY LIMITATIONS AND MODIFICATIONS TO SERVICE

It is the duty and responsibility of Twistfuture to keep your account and the Service(s) operational. However, in case of any technical difficulties or for maintenance, if it results in temporary interruption, Twistfuture will make reasonable efforts to rectify the snag as early as possible.

If, for any technical reason and under unavoidable circumstances Twistfuture needs to discontinue, temporarily or permanently, functions and features of the Application and Service(s) with or without notice, or if any tracks in any particular catalog may no longer be available due to technical or contractual rights, Twistfuture reserves right to change and replace the tracks or albums or any other Content available at any time.

Under the said circumstances, Twistfuture shall not be liable for any of the direct or indirect consequences of any modification, malfunction, suspension, discontinuance of or interruption to or of any of the Services as the same may be treated as Force Majeure.

You also may not use, nor allow others to use, your account, the Service, directly or indirectly, to: (a) attempt to or actually disrupt, impair or interfere with, alter or modify the Service or any information, data or materials posted and/or displayed by us or anyone else; (b) act in a way that affects or reflects negatively on us, the Service, or anyone else; (c) collect or attempt to collect any information from others including, without limitation, personally identifiable information, without such party's prior consent. You agree to comply with all local, state, federal laws, statutes, rules and regulations, as well as any international treaties, which are applicable to your use of the Service.

You are prohibited from violating or attempting to violate the security of the Service, including, without limitation: (a) accessing data not intended for you or logging onto a processor, communications or access device or account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of the Service or to breach security or authentication measures, regardless of your motives or intent; (c) attempting to interfere with

or disrupt the Service or service to any user, processor, host or network, including, without limitation, by submitting a virus, worm or Trojan horse; or (d) sending unsolicited e-mail or other information, including promotions or advertising. Violations of system or network security or this Agreement may result in civil or criminal liability. We have the right to investigate occurrences, which may involve such violations and we may involve, provide information to and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Website in a manner that sends more request messages to the Twistfuture servers in a given period of time than a human can reasonably produce in the same period by using a convention on-line web browser. Notwithstanding the foregoing, Twistfuture grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. Twistfuture reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes.

DISCLAIMER

AS PROVIDED ABOVE, ALL INFORMATION, TECHNOLOGY AND SERVICE PROVIDED SHALL, AT ALL TIMES, BE ON A "AS IS" AND "AS AVAILABLE" BASIS AND TWISTFUTURE HEREBY STATES THAT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE APPLICATION OR ITS OPERATION IS NOT UNDERTAKEN BY TWISTFUTURE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TWISTFUTURE AND ITS LICENSORS, AND ITS DISTRIBUTION AND SYNDICATION PARTNERS, DISCLAIM ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. TWISTFUTURE MAKES NO WARRANTY THAT THE APPLICATION WILL MEET YOUR REQUIREMENTS, OR THAT THE APPLICATION SHALL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES TWISTFUTURE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE APPLICATION OR AS TO THE ACCURACY OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE APPLICATION. TWISTFUTURE MAKES NO WARRANTY REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE APPLICATION OR ANY TRANSACTIONS ENTERED INTO THROUGH THE APPLICATION.

LIMITATION OF LIABILITY

IN NO EVENT SHALL TWISTFUTURE OR ITS LICENSORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THIS SUBSCRIPTION AGREEMENT OR THE USE OF OR INABILITY TO USE ANY SERVICE, EVEN IF TWISTFUTURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU, BUT THEY SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN NO EVENT SHALL WE OR ANY OF OUR LICENSORS BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE AMOUNT PAID FOR THE APPLICATION OR THE SPECIFIC ITEM OF CONTENT GIVING RISE TO THE APPLICABLE CLAIM FOR DIRECT DAMAGES.

INDEMNIFICATION

You hereby agree to indemnify and hold Twistfuture, its agents, contractors, members, subsidiaries, affiliates, service providers, syndicators, distributors, licensors, officers, directors and employees, harmless from any loss suffered by Twistfuture as a result of a breach of the terms and conditions of this agreement by you and from any claim brought by third parties alleging that use of the Service by you or under your account has infringed any intellectual property or other right of any kind, or any applicable laws or regulation. You shall pay all costs, damages, awards, fees (including legal fees) and judgments awarded against Twistfuture arising from such claims, and shall provide Twistfuture with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims, at your sole expense.

GOVERNING LAW

Any dispute arising out of the Terms, the Site, or the Services shall be governed by the laws of India without regard to its confirm of law provisions and the High Court of Mumbai, India shall have non-exclusive jurisdiction with respect thereto

GENERAL PROVISIONS

No failure or delay in enforcing any provision, exercising any option or requiring performance, shall be construed to be a waiver of that or any other right in connection with this Agreement.

If any provision of this Agreement is invalid or unenforceable under applicable law, it is, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. This Agreement is personal to you and may not be transferred, assigned or delegated to anyone. Any attempt by you to assign, transfer or delegate this Agreement shall be null and void. This Agreement (including all documents expressly incorporated herein by reference, including but not limited to the Twistfuture End User License Agreement) constitutes the complete and exclusive agreement between Twistfuture and you with respect to the subject matter hereof and supersedes all prior oral or written understandings, communications or agreements not specifically incorporated herein.

Twistfuture may change/modify/alter this Agreement at any time in its sole discretion. In case of material change only will be posted by issuance of notice at the email address on file for your account. If the said change/modification/alteration is unacceptable to you, you agree that your only recourse is to terminate your Use of the Service(s) as provided herein. Your continued use of any Service following our posting of a change of terms will constitute your voluntary acceptance of the change, until such time as you terminate your Usage.

This Agreement, together with our Privacy Policy and any other rules, regulations, procedures and policies herein, constitutes the entire agreement between you and Twistfuture with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Twistfuture with respect to the Service.

The Terms herein are subject to prevailing laws and legal process, and nothing contained in this Agreement is in derogation of our right to comply with statutory requests or requirements relating to your use of the Service or information provided to or gathered by us with respect to such use.

Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, shall be Governed by laws of India.

It is agreed that the rights herein are non-transferable. You shall therefore not assign/ transfer any of your rights under this Agreement and any attempt by you to do so shall be void-ab-initio and not enforceable.

This Agreement or any other communication in electronic form or printed shall be admissible in judicial or administrative proceedings as if produced in printed form.

The information that we collect about you while you are using the website falls into the following general categories:

» User provided information

We may collect and store information, personal or otherwise, that you voluntarily supply either while on the website or in responding via email in connection with a feature provided on the website. Some examples of this type of information include demographic information that you electronically submit when you sign up for access to certain features on the website, information (such as your name or email address) that you electronically submit when you register for surveys or contests on the website, information that you post on message boards on the website, and information contained in search requests or questions that you submit to the website. If you decline to supply or provide us with certain information while using the

website, you may not be able to use or participate in some or all of the features offered through the website.

» Cookies information

When you visit the Twistcontent.com website, we may send one or more cookies - a small text file containing a string of alphanumeric characters - to your computer that uniquely identifies your browser. Twistcontent.com uses both session cookies and persistent cookies. A persistent cookie remains after you close your browser. Persistent cookies may be used by your browser on subsequent visits to the website. Persistent cookies can be removed by following your web browser help file directions. A session cookie is temporary and disappears after you close your browser. You can reset your web browser to refuse all cookies or to indicate when a cookie is being sent. However, some features of the website may not function properly.

In addition, third party advertisers or third party ad servers that place and present advertising on the website also may collect information from you via cookies, web beacons, clear .gifs or similar technologies. These third party advertisers and ad servers may use the information they collect to help present their advertisements, to help measure and research the advertisements' effectiveness, or for other uses. The use and collection of your information by these third party advertisers and ad servers is governed by the relevant third party's privacy policy and is not covered by our privacy policy. Indeed, the privacy policy of these third party advertisers and ad servers may be different from our privacy policy.

» Log file information

When you use the Twistcontent.com website, our servers automatically record certain information that your web browser sends whenever you visit any website. These server logs may include information such as your web request, Internet Protocol ("IP") address, browser type, browser language, referring / exit pages and URLs, platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, the amount of time spent on particular pages, the date and time of your request, and one or more cookies that may uniquely identify your browser.

» **Clear / Transparent GIFs information**

When you use the Twistcontent.com website, we may employ "clear GIFs" (a.k.a. Web Beacons) which are used to track the online usage patterns of our users / members anonymously. In addition, we may also use clear GIFs in HTML-based emails sent to our users to track which emails are opened by recipients.

» **E-mail Communications**

To make e-mails more useful and interesting, Twistcontent.com often receives a confirmation when you open e-mail from Twistcontent.com if your computer supports such capabilities. We also compare our customer list to lists received from other companies, in an effort to avoid sending unnecessary messages to our customers. If you do not want to receive e-mail or other mail from us, please adjust your Customer Communication Preferences.

» **Information from Other Sources**

Twistcontent.com might receive information about you from other sources and add it to our account information.

How is this information used?

If you submit personally identifiable information to us through the Twistcontent.com website, then we use your personal information to operate, maintain, and provide to you the features and functionality of the Twistcontent.com website.

Any personal information or video content that you voluntarily disclose online (on discussion boards, in messages and chat areas, within your public profile page, etc.) becomes publicly available and can be collected, seen and used by others besides us. We cannot be and are not

responsible for any unauthorized third party use of such information. Your account name (not your email address) is displayed to other users / members when you upload videos or send messages through the Twistcontent.com website and other users / members can contact you through messages and comments. Any videos that you submit to the Twistcontent.com website may be redistributed through the internet and other media channels, and may be viewed by the general public.

We do not use your email address or other personally identifiable information to send commercial or marketing messages without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. We may provide our advertisers with information about you and other visitors that will enable our advertisers to better target ads to specific types of visitors. We reserve the right to use and to disclose to third parties all of the information that we collect online about you and other visitors in any way and for any purpose, with one important exception viz. We will not use the information that we collect online from you while you are using the website, nor will we authorize third parties to use such information, to mail or email promotional offers directly to you unless you have specifically informed us that you would like to receive promotional offers from us and/or from third parties. If you choose to receive these promotional offers, then your information may be used for direct mail or email marketing. We may, however, use your email address without further consent for non-marketing or administrative purposes (such as notifying you of major Twistcontent.com website changes or for customer service purposes).

We use both your personally identifiable information and certain non-personally-identifiable information (such as anonymous user usage data, cookies, IP addresses, browser type, click stream data, etc.) to improve the quality and design of the Twistcontent.com website and to create new features, promotions, functionality, and services by storing, tracking, and analyzing user / member preferences and trends.

We use cookies, clear gifs, and log file information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you visit the Twistcontent.com website; (b) provide custom, personalized content and information; (c) monitor the effectiveness of our marketing campaigns; (d) monitor aggregate metrics such as total number of visitors, pages viewed, etc.; and (e) track your entries, submissions, and status in promotions, and contests.

The website includes links to other websites and provides access to products and services offered by third parties, whose privacy policies we do not control. When you access another website or purchase third party products or services through the website, use of any information you provide is governed by the privacy policy of the operator of the website you are visiting or the provider of such products or services.

We may also make some content, products and services available through our website through cooperative relationships with third party providers, where the brands of our provider partner appear on the website in connection with such content, products and/or services. We may share with our provider partner any information you provide, or that is collected, in the course of visiting any pages that are made available in cooperation with our provider partner. In some cases, the provider partner may collect information from you directly; in which cases the privacy policy of the provider partner may apply to the provider partner's use of your information. The privacy policy of our provider partners may differ from ours. If you have any questions regarding the privacy policy of one of our provider partners, you should contact the provider partner directly for more information. Be aware that we may occasionally release information about visitors / members when release is appropriate to comply with law, to enforce our Terms of Service agreement, or to protect the rights, property or safety of users of the website, the public, or the Twistcontent.com website.

We employ other companies and individuals to perform functions on our behalf. Examples include fulfilling orders, sending postal mail and e-mail, removing repetitive information from customer lists, analyzing data, providing marketing assistance, providing search results and links (including paid listings and links), processing credit card payments, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes.

Please also note that as our business grows, we may buy or sell various assets. In the unlikely event that we sell some or all of our assets, or our website is acquired by another company, information about our visitors may be among the transferred assets.

When does Twistcontent.com disclose any information?

We provide personally identifiable information and non-personally-identifiable information to our subsidiaries, affiliate companies, or other businesses or people for the purpose of processing such information on our behalf. We require that these parties agree to process such information in compliance with our privacy policy, and we use reasonable efforts to limit their use of such information and to use other appropriate confidentiality and security measures.

We do share non-personally-identifiable information (such as anonymous User usage data, referring / exit pages and URLs, platform types, number of clicks, etc.) with interested third-parties to assist them in understanding the usage patterns for certain content, services, advertisements, promotions, and/or functionality on the Twistcontent.com website.

We may release personally identifiable information and/or non-personally-identifiable information if required to do so by law, or in the good-faith belief that such action is necessary to comply with any law or to respond to a court order or an order from any governing body or statutory authority.

Twistcontent.com also reserves the right to disclose personally identifiable information and/or non-personally-identifiable information that Twistcontent.com believes, in good faith, is appropriate or necessary to enforce our Terms of Use, take precautions against liability, to investigate and defend itself against any third-party claims or allegations, to assist government enforcement agencies, to protect the security or integrity of our website, and to protect the rights, property, or personal safety of Twistcontent.com, our users / members or others.

Our Commitment to Children's' Privacy

The website is NOT directed to or INTENDED for individuals under the age of 18(Eighteen). An individual less than 18(Eighteen) years of age SHOULD not register to use the website. Twistcontent.com does not knowingly collect any personal information from people under the age of 10(Eighteen). If you are a parent of a child under the age of 10(Eighteen) and you have questions about our website or Privacy Policy, please feel free to contact the Twistcontent.com Privacy Coordinator. Parents of such underage individuals will be legally bound by any Acts/ Deeds/ Violation of Twistcontent.com Terms of Use & Privacy Policy.

Our Assurance & Commitment towards Data Security

Twistcontent.com use commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. We cannot, however, ensure or warrant the security of any information you transmit to Twistcontent.com and you do so at your own risk. Once we receive your transmission of information, Twistcontent.com makes commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

If Twistcontent.com learns of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. Twistcontent.com may post a notice on the Twistcontent.com website if a security breach occurs. Depending on where you live, you may have a legal right to receive notice of a security breach in writing. To receive a free written notice of a security breach (or to withdraw your consent from receiving electronic notice) you should notify the Twistcontent.com Privacy Coordinator.

Special Note to INTERNATIONAL USERS / MEMBERS

Twistcontent.com is registered in India. If you are a user / member accessing the Twistcontent.com website from any other region with laws or regulations governing personal data collection, user, protection and disclosure, that differ from the applicable Indian laws, please note that through your use of the Twistcontent.com website, this Privacy Notice, and our Terms of Use, you are transferring your Personal Information to India and you are giving a complete consent for the mentioned transfer. Twistcontent.com will, at any point of time, be complying with the legal provisions on the subject matter, as applicable in India from time to time.

Changes to Your Personal Information on site

» Notification Of Changes

Twistcontent.com reserve the right at any time to: change the terms of this Agreement; change the Services, including eliminating or modifying any content on or feature of the website; or change/charge any fees or charges for use of the Services.

» Conflict Resolution

Twistcontent.com is committed to resolving disputes as soon as feasible and shall endeavor to resolve all disputes brought to our notice in keeping with the mechanism prescribed.

» Access / Choice

You will always have access to your registration information, which you can modify at any time by clicking on the "Edit Profile" subsection of the "My Account" area of the website, so long as you continue to provide us with certain information required to maintain your subscription (such as a valid email address). Also, marketing e-mails from Twistcontent.com will come with instructions for un-subscribing from our email mailing list.