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# MEESHO CREATOR CLUB- TERMS & CONDITIONS

A. Meesho Technologies Private Limited (the "**Company**", "**We**", "**Us**" or "**Meesho**") operates a mobile application *viz* Meesho creator portal, available at https://affiliate.meesho.com. Such mobile application and the website shall be together referred to as the "**Creator Platform**". These terms and conditions ("**Terms**") govern the use of or access to the Creator Platform rights, obligations and terms and conditions to be adhered by You (defined below) in relation to the Meesho Creator Program ("**Program**") and shall govern the participation by any person in this Program.

B. This document is an electronic record in terms of Information Technology Act, 2000 and rules there under as applicable. These Terms constitute a binding and enforceable legal contract between the Company You (defined below). You represent and warrant that You: (a) have full legal capacity and authority to agree and bind yourself to these Terms' (b) are at least 18 (eighteen) years of age or older; and (c) are an Indian resident. If you represent an entity, organization, or any other legal person, you confirm and represent that you have the necessary power and authority to bind such entity, organization, or legal person to these Terms.

C. These Terms also include our privacy policy, Meesho platform terms and conditions available on Our Meesho Platform, the MCC Monetisation Guidelines set out in Annexure A, and any additional guidelines, supplementary terms, policies, FAQs or disclaimers displayed, made available or issued by Us from time to time on Meesho platform or the Creator Platform, and collectively constitute a valid and binding contract ("**Agreement**") between You and Us. By continuing to access or use the Creator Platform, or participating in the Program, you agree to accept and be bound by these Terms.

D. The Company reserves the right to make changes to these Terms by posting the new/updated version and your continued use and/or non-deletion of the Platform shall indicate your consent to such changes. Accordingly, we encourage you to kindly continue to review the Terms whenever accessing or using the Creator Platform so as to be abreast with the changes that we may be carrying out to these Terms.

E. By accessing/using the Creator Platform, you agree that you have read, understood, and are bound by these Terms and the Agreement, and that you comply with the requirements listed herein and therein. If you do not agree to all of these Terms or comply with the requirements herein, please do not access the Platform.

F. Changes to this Agreement apply to your access to/use of our Creator Platform after the effective date. The Company may change the Terms/Agreement at any time. The Company may notify You of a change as and when You next log-in, or by other means. The new terms may be displayed on-screen and You may be required to read and accept them to continue Your use of the Apps or Sites. You may close your account and/or discontinue using the Creator Platform. You

acknowledge that continued access to/use of our Creator Platform means that you agree to the new terms and that your personal data is subject to any updated policies.

G. We may change, suspend, or terminate your access to/ use of the Creator Platform at our discretion. Company may change, suspend or terminate your access to/use of the Creator Platform with or without cause or notice to You, including, without limitation, if the Company believes that You have violated or acted inconsistently with the Agreement. In the event of termination, all your representations, warranties, indemnifications, and promises shall survive. The Company shall not be liable to You or any third party(s) for any loss or damage that is caused by or arises from or in connection with any such discontinuation of services (including, without limitation and by way of example only, refunds, lost profits, lost opportunities, monetary damages, disruption in or loss of service, or loss of content).

1. Creator Platform

1.1. The Company through this Creator Platform intends to engage Creators in the Program for the purposes of creation of Content per Your discretion and complete autonomy on and through Your social media account/handle/page ("**Creator Page**") and earn on the basis of Qualifying Purchases made by the End Users.

1.2. "**Creator**"/ "**You**"/ "**Your**" refers to an individual including but not limited to influencers, content creators, bloggers, social media personalities, or website owners who have a following or audience that they engage with through their Content on or through any social media and are registering on the Creator Platform to enroll in the Program.

1.3 "**End users**" refers to individuals or consumers who visit your profile, and interact with your Content, and potentially make purchases or engage with Your Content through the trackable and commissionable links generated for the purposes of this Creator Platform ("**Links**"). These individuals are neither registered on the Creator Platform nor affiliated with Company directly and are separate end-customers/ entities who may access Meesho through the Links and Content that You provide. End users are customers or potential customers who may be influenced by Your Content to make Qualifying Purchases through the Links.

1.4 "**Meesho Platform**" refers to an online ecommerce marketplace owned and run by the Company through the website www.meesho.com and a mobile application where the registered sellers ("**Seller**") list their products for being sold to the registered individuals.

1.5. "**Products**" mean and include any product listed by a Seller on the Meesho Platform and categorized as 'eligible for this Program'.

1.6 "**Product Link(s)**" shall mean the unique clickable link which is associated with each Product for the purpose of identifying and accessing such product along with all its details on the Meesho Platform.

## 2. REGISTRATION ON THE PLATFORM

2.1. To register on the Creator Platform, You must: (1) be at least 18 years of age: and (2) be either old enough to lawfully enter into this Agreement yourself or have your parent or legal guardian do so, as per the legal requirement of your jurisdiction of residence. The Creator Platform is available only to individuals aged 18 years of age or older. If You are 18 or older, but under the applicable age of majority in your jurisdiction of residence, then You agree to review this Agreement with a parent or legal guardian to make sure You and Your parent or legal guardian understand and agree to this Agreement. If You are the parent or legal guardian agreeing to the Agreement for Your child over 18 years of age, then You agree on Your child's behalf and further agree and accept full responsibility for Your child's access to/use of the Creator Platform. The Company does not encourage, solicit, or permit visitors to the Creator Platform who are under the age of 18.

2.2. To initiate the registration procedure, You agree to provide certain information to set up Your account. As part of the registration process, You will provide certain information including but not limited to personal information, financial information or other information or documents as may be required by Us for the purposes of this Program. You hereby consent to Our access to collection, storage, sharing and use of such information about You in accordance with the Agreement. By registering on the Creator Platform, You hereby authorize the Company to send communications in writing or otherwise through any mode of communication. You agree to protect the password and not share your account with others. You are solely responsible for maintaining the confidentiality of Your login credential and or one time passwords/ authentication passwords. You may not authorize others to use your account on the Creator Platform, and you may not share, assign or otherwise transfer your account or login information to any other person or entity. You are responsible for any and all activities that are conducted through your account. Company shall be entitled to assume that a user presenting your username and password is, in fact, you. You agree to notify the Company immediately of any unauthorized use of your account.

2.3. You agree to provide correct information and keep it updated. You agree to only access/use the Creator Platform for participating in the Program in accordance with the Agreement and not any other purpose whatsoever. You represent and warrant that the information you provide to the Company is accurate, true, and not in violation of any contractual obligations or other third party rights. You agree that it is Your responsibility to keep Your information accurate and updated and further acknowledge that sharing incorrect information or documents may cause delays or appropriate action against me by Meesho. You represent and warrant that You are not a competitor of Company and are not using the Creator Platform in competition with the Company.

## 3. ENROLMENT IN THE PROGRAM

3.1. Once You register on the Creator Platform You will be required to complete the Program enrolment application as a Creator by integrating Your Creator Page with the Creator Platform and giving the Creator Platform access to Your Creator Page limited to the extent necessary for assessing your eligibility and administering the Program. We reserve the right to carefully review Your

application and notify You of its acceptance or rejection. We reserve the right to reject any application at our sole discretion, including cases where we determine that Your profile is unsuitable. Unsuitable profile include, but are not limited to, those that:

3.1.1. Utilize Links on illegal audio or video download websites;
3.1.2. Promote sexually explicit materials;
3.1.3. Promote violence;
3.1.4. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
3.1.5. Promote illegal activities;
3.1.6. Incorporate any trademark of Company without authorisation, or a variant or misspelling of a trademark of Company, in any domain name, subdomain name, or in any username, group name, or other identifier on any social networking website;
3.1.7. Otherwise violate intellectual property rights or any applicable law or terms and conditions of the relevant social media platform/website;
3.1.8. Impersonates any person or entity or falsely states or otherwise misrepresents your affiliation with any person or entity, or creates a false identity for purposes of misleading others;
3.1.9. involves the transmission of "junk mail", "chain letters" or unsolicited mass e-mails — "spam"; or
3.1.10 is harmful or dangerous for children, or offensive to any community, race religion or sect of society.

3.2. Prohibited Activities - Please also note that You are prohibited from purchasing Products through the Links on Your Creator Page for personal use, resale, or any form of commercial use. This includes orders placed for customers or on behalf of customers, as well as orders for Products intended for Your own use, your friends, relatives, or associates. By registering on the Creator Platform and enrolling in the Program, you agree not to engage in any such prohibited activities.

3.3. In the event that Your application is rejected, You are welcome to reapply to the Program at any time. Additionally, if we accept Your application and subsequently determine (at our sole discretion) that Your profile is unsuitable for the Program, we may terminate this Agreement with immediate effect, with or without prior notice, as deemed appropriate at Company's sole discretion. Participation in the Program is limited to parties who are legally capable of entering into and forming contracts under applicable law.

## 4. LINKS & PRODUCT LINKS

4.1. Once You enroll in the Program You will be required to link Your specific Content posts with the relevant Products Link from Meesho. You will ensure that the Product Links/Links used by you for the purpose of the Program are accurate, unedited and untampered and are free from any malaware, trojan, virus, dangerous program or other such software or code which adversely impacts or has the ability to impact the integrity or functionality of such link.

4.2. The Links generated by Company on the Creator Platform are provided for use on the Content created. It is important to note that the validity of these Links and Product Links may be subject to certain limitations and conditions including but not limited to those governed by the Meesho Platform's terms, conditions, policies, the applicable law and or terms and conditions of any third party platforms as may be applicable.

4.3. The Product Links may have an expiration date, after which they may no longer be valid for linking, tracking and attributing Qualifying Purchases.

4.4. The validity of Links also depends on their proper implementation and usage and its terms of use. You must ensure that the Product Links/ Links are correctly used and placed on Your Creator Page as specified by the Company. Failure to properly use and implement the Product Links/Links may result in inaccurate tracking and attribution of Qualifying Purchases.

4.5. The Company reserves the right to determine the validity and effectiveness of the Links generated. This includes the right to investigate and address any issues related to link functionality, tracking accuracy, or other technical matters that may affect the proper attribution of Qualifying Purchases.

4.6. The Company will make reasonable efforts to communicate any changes or updates regarding the validity and usage of Links. It is your responsibility to stay informed about such changes through notifications provided by the Company or by regularly reviewing the Creator Platform related communications.

5. TRIGGER WORD

5.1. Upon your enrolment in the Program and creation of a Link, if You opt-in for the Insta DM feature, You must designate a specific word/keyword/search term ("**Trigger Word**"), from available list of words provided by the Company on the Creator Platform, that will initiate the automatic transmission of the Link to the Instagram inbox of any individual who comments the Trigger Word on Content posted on the Creator Page. This action will only occur on posts where you have applied the relevant tags and integrations during the Link generation process.

6. PROGRAM REQUIREMENTS

6.1. By enrolling in the Program You agree to comply with these Terms or the Agreement or applicable terms of other social media platforms, applicable law. You further agree to provide us with any information and/ or documents which We may request to assess Your eligibility in the Program, fulfilling our obligations or verify Your compliance with these Terms. In the event that we determine you have failed to comply with any requirement or restriction described in these Terms, the Agreement, applicable terms of other social media platforms, applicable law or have otherwise violated them, we may, in addition to any other rights or remedies available to us:

6.1.1. Withhold any sums payable to You under this Program;
6.1.2. block/suspend (temporarily or permanently) any other accounts you may have or may open in the future on the Creator Platform, without payment of any advertising fees;
6.1.3. terminate this Agreement with you' or
6.1.4. take any combination of the above actions.

6.2. Moreover, by participating in the Program, You hereby consent to:

6.2.1. Receiving emails or WhatsApp messages or text messages or calls or notifications from us pertaining to the Program on a periodic basis.
6.2.2. Using, reposting, transmitting, monitoring, recording, and disclosing information on or about your Creator Page for the purpose of verifying compliance with these Terms.
6.2.3. Using, reposting, transmitting, monitoring, recording, and disclosing digital content on the Products (for which payments have been made to You)
6.2.4. Monitoring, crawling, and otherwise investigating Your Creator Page to ensure compliance with the Agreement, other applicable terms or applicable law.
6.2.5. Share details of all Your social media accounts / handles across any platforms, within 48 (forty-eight) hours of such request by Us.
6.2.6. Linking Your Creator Pages(s) to Your account on the Creator Platform, within 48 (forty-eight) hours of such request by Us.

7. QUALIFYING PURCHASES

7.1. For the purpose of these Terms, "**Qualifying Purchases**" refers to eligible purchases of Products made by end users through the use of your Links. The Qualifying Purchases identified by the Company must meet the following criteria to be considered qualifying:

7.1.1. The purchase transaction must be successfully completed, including the submission of payment and the fulfilment of all necessary requirements for the purchase by the End-User, and should not be returned or cancelled during the return / cancellation window for the respective Product(s) for the relevant End-User.
7.1.2. The purchase must emanate from Your Content posted on the Creator Page, such as the use of your Links, unique referral codes, or other designated tracking mechanisms provided by the Company.
7.1.3. The purchase must comply with the terms and conditions set forth by the Company, including any specific requirements or restrictions outlined for any Product being covered in the Content.
7.1.4. Company will determine the eligibility and validity of each purchase as a qualifying purchase based on its own tracking and reporting systems. Any discrepancies or disputes regarding Qualifying Purchases will be decided by the Company at its discretion the such decision of the Company shall be final and binding upon You.

7.1.5. The purchases shall not be for: (a) re-sale or commercial purposes, (b) incomplete orders which have not been fulfilled due to lack of inventory with Sellers, (c) order placed after the expiry of the Link and timelines associated with it, (d) sale consummated after termination of the Terms with the Creator, (e) any sale wherein You have paid the End-User to make the purchase, (f) purchase made through any fraudulent act or omission by You, as determined by the Company in our sole and absolute discretion, and / or the Product has been canceled for any reason or returned by the End-User as per the Meesho Platform guidelines.

7.2. In the scenario where an End User clicks on the Link provided by You, but the session expires or the Link becomes inactive before they complete the purchase, and the End User subsequently directly navigates to Meesho and successfully completes the purchase, Company shall have no obligation or liability for the non-attribution of the qualifying purchase.

7.3. It is understood that unforeseen circumstances, technical limitations, or other factors may impact the functionality and duration of the Link, and Company shall not be held responsible for any missed attribution or commission in such cases. It is the responsibility of the End User to ensure that the Link is properly utilized and that the purchase is completed within a reasonable time to ensure proper tracking and attribution.

8. PAYOUTS

8.1. **Content Creation Services**

8.1.1. Payouts for Eligible Earnings (*defined below*) will be processed at a periodicity communicated by the Company from time to time and on the basis of valid invoices raised by You on the Seller. For the purpose of these Terms, "**Eligible Earnings**" means the sum calculated at a pre-communicated percentage of the net order value of Qualifying Purchases (made during the attribution window communicated to you) after deduction of returns or cancellations, if any. Without prejudice to Your requirement to comply with the terms of the Agreement, You must ensure compliance with MCC Monetisation Guidelines set out in Annexure A to receive any payout arising from or in relation to this Agreement. It is clarified that the Creator will raise the invoice on the Seller, and the Company shall facilitate the collection and process the payouts on behalf of the Seller to the Creator on purchase of products on the Meesho Platform (other than the Products) through the Links, and offer earnings to the Creator, subject to due compliance by Creator of the Agreement. The Company will process Your payout only after confirming the relevant purchase data, such purchase data will be determined at the sole and absolute discretion of Meesho.

*For example,* when your audience places an order on 25th of March amounting to order value of, say INR 5,000/- using the Links but returns a few items from the order on 5th April of value INR 2,000/. Accordingly, the Company, upon confirming and

reconciling the date in relation to purchases and returns made by Your audience, will make payouts to You solely for the Eligible Earnings of order value i.e. INR 3,000/- only.

8.1.2. Subject to any deductions in accordance with applicable laws or as otherwise mutually agreed between Meesho and You, Meesho will remit the remaining Eligible Earnings payable to You. The Company shall only be acting as an agent of the Seller for the purposes of making payment to the Creator and the Company shall not be charging any mark up on such payments. In so far as supply of services by the Creator to the Seller is concerned, the same is on a principal-to-principal basis over which the Company shall have no control or say.

8.1.3. In the event the Creator wishes to dispute any invoice, then in such case the Creator shall raise its concern with Meesho, and Meesho will facilitate discussions between the Seller and the Creator to resolve the issue. In the event that it is determined that the Creator has valid grounds to dispute any portion of the invoice (the "**Disputed Amount**"), then in such case the Creator, may raise a credit note for the Disputed Amount, and such Disputed Amount shall be payable by the Seller.

8.2. **Marketing Services**

8.2.1. Meesho will receive promotional and marketing benefits from your Content, which showcases Products listed on the Meesho Platform. By publishing such Content on your Creator Page, you help promote the Meesho Platform and enhance its brand visibility.

8.2.2. In consideration of the promotional and marketing services provided by You to Meesho, payouts will be processed by the Company (after deduction of returns or cancellations, if any,) from time to time and on the basis of invoices raised by You on the Company.

8.2.3. Subject to any deductions in accordance with applicable laws or as otherwise mutually agreed between Meesho and You, Meesho will remit the remaining fee payable to You.

8.3. You hereby consent and confirm that invoices generated by You shall be treated as valid and reliance may be placed by the Company/Seller on such invoices for the purposes of processing Your payouts. In case of any disputes/queries relating to the invoices, You may raise a help request over the Creator Platform.

8.4. The Company does not exercise control over returns and cancellations pertaining to orders that contribute to Your earnings. In case you find a discrepancy or are not satisfied with

deductions for returns or cancellations, then you can share your concern through the form available on the Creator Platform.

8.5. In the event that a Creator is found engaging in suspicious activities (including as set out in paragraph 4 of Annexure A), the Company may withhold or refuse to process such Creators' payouts without any corresponding liability or obligation on the Company.

9. TAX OBLIGATION AND INDEMNIFICATION

9.1. If at any time the credit of taxes is denied or the payment of taxes is sought from Company due to reasons including, but not limited to, the issuance of a deficient invoice, default in tax payment, inappropriate reporting in the filed returns, or non-compliance with applicable laws and regulations by you, you shall indemnify Company against any denied credits, recovered taxes, interest, and penalties imposed on Company.

9.2. If required by applicable Indian Tax Law, Company may deduct or withhold taxes, levies, or similar amounts from the fees payable to you. If you are an Indian resident, the fees payable to you will be subject to income tax withholding at the rate stipulated under applicable law. The Company will deduct or withhold taxes as per the provisions of the Income Tax Act from any amounts payable to you under this Program.

9.3. For payment processing and tax remittance purposes, the Company may periodically request tax information from you.

9.4. In the event that you do not provide the required tax information, we reserve the right, in addition to any other rights or remedies available to us, to keep your fees in abeyance until you provide the necessary tax information or satisfy us that you are not a person from whom we are required to obtain tax information

9.5. If you are not an Indian resident; or have not provided us with your PAN (Permanent Account Number); or the PAN is not linked to the Aadhar, the rate of tax withholding applicable to you will vary. Furthermore, if you are a non-resident, you agree to provide necessary documentation, as may be required, for the Company to fulfill any reporting or obligations pertaining to the fee payable to you.

9.6. If we deduct or withhold taxes from fees payable to you, we will issue the relevant withholding tax certificate, if required under applicable law, as evidence of the tax deposit with the relevant regulatory authorities (for non-residents, this is subject to the availability of relevant documents).

9.7. If you provide us with a nil or reduced withholding tax certificate, we will apply the applicable nil or reduced tax rate as the withholding tax rate on fees payable to you.

9.8. In case any input tax credit is denied to Seller due to:

- any non-compliance by creator including but not limited to failure to upload details of supply on GSTN portal, failure to pay GST / taxes to the Government; or
- non-furnishing or furnishing of incorrect or incomplete documents/ details/ information; or
- a deficient invoice(s) or other inadequate document(s) or in the event an invoice(s) or other tax document(s) do not satisfy the regulatory requirements,

You agree and undertake to indemnify Seller against any denied tax credits as well as any interest, penalties and costs suffered by or imposed on Seller as a result of aforesaid default by You.

9.9. You agree to inform Meesho if your aggregate turnover in the current or previous financial year exceeds INR 20 lakhs for regular states or INR 10 lakh for special category states, or such other amounts prescribed under GST Laws for obtaining GST registration.

9.10. By accepting these Terms, you agree not to pursue any claims against Company or any of its affiliates and hereby waive all such claims, now or in the future, with respect to any taxes deposited by Company with the relevant taxing authority in accordance with these Terms.

10. UPDATES

10.1. The Creator Platform may undergo updates, revisions, upgrades or expansion from time to time and We may require You to use the most updated version of the Creator Platform. Company shall have the right in its sole discretion to substitute, replace, modify, update or upgrade ("**Updates**") the Creator Platform as Company deems advisable; and, all such Updates shall be incorporated in and subject to this Agreement and shall be the exclusive property of Company. Company will only be required to support the most recent and current version of the Creator Platform provided/communicated to You. Depending on the Update, You may not be able to use the Creator Platform until You have downloaded the latest version and accepted any new terms that may apply. In case of a conflict between this Agreement and other terms provided with respect to Updates, such other terms will prevail to resolve the conflict arising on the common subject matter. This section will not require the Company to deliver new features and functionality nor any future products which may be offered.

11. CONTENT AND YOUR LICENSE TO THE COMPANY

11.1. For the purpose of these Terms, "**Content**" means all data, tags, captions, scripts, labels, text, graphics, diagrams, concepts, diagram, animations, illustrations, representations, prints, audio, videos and/or visual representations generated optically, electronically, digitally or by any other means, original digital files, or any other content or product

protected by copyright, trademark, patent or other Intellectual Property rights, created by a Creator on/pertaining to/in relation to Products.

11.2. You own all of your Content. You represent, warrant and agree that You are the exclusive owner of Your Content and/or You have all rights, licenses, consents and releases necessary for the Content that you make available on the Creator Platform, including the right to grant all of the rights and licenses in this Agreement without Company incurring any third party obligations or liability arising out of its exercise of the rights thereto granted herein by You. You further represent, warrant and agree that your Content does not infringe, misappropriate or violate a third party's intellectual property rights, a third party's rights of publicity or privacy, or any applicable law or regulation.

11.3. By participating in the Program, You hereby grant Us a license on the following terms, to Your Content. You grant to Company an exclusive, perpetual, worldwide, royalty-free license to use, host, store, transmit, reproduce, distribute, sublicense, modify, create derivative works, communicate, publish, publicly perform, publicly display, archive, and otherwise use and exploit such Content, in whole or in part, in any manner, medium, or form, whether now known or hereinafter devised, as Company sees fit in its sole discretion, and includes without limitation use for the purpose of operating, promoting, and improving the Services. Without limiting the above, You grant to Company the right to syndicate your Content for any purpose, including without limitation the right to use such syndicated Content to promote the Company brand or Product. You further grant to Company all rights necessary to facilitate your use of a third party's site, intellectual property, app or services that require syndication or other use of your Content in connection with Company.

11.4. Company does not share content rights with any third-party agency or Sellers. If a Seller or third-party agency utilizes any Creators' Content without proper authorization, Company bears no liability in such instances. Any disputes arising from the unauthorized use of Creator Content should be resolved directly between the Creator and Meesho's seller/ third party agency involved.

12. PRODUCTS AND COMMISSION

12.1. Company reserves the right to decide which Products are to be listed or delisted from the Creator Platform for Creators to participate in the Program on the Creator Platform, and exercise complete veto power over such decisions.

12.2. Company reserves the right to change, modify, expand, increase, decrease, supplement. complement the earning structure for this Program, basis various factors, without any prior notification to the Creator.

13. DIRECT CONTACT WITH SELLERS

13.1. Non-Interference: As a a Creator participating in the Program, You agree not to directly contact or engage in any form of communication with the Sellers, including their representatives, employees, or affiliates, without the prior written consent of Company and the Company reserves the right to reject such consent request without specifying any reason to it.

13.2. In the event that you wish to not provide services to certain Sellers, then in such case, You may raise a help request over the Platform.

13.3. Communication Channel: All communications, inquiries, or requests regarding the Program, Products, or any related matters should be directed through the designated channels provided by the Company. These channels may include email or WhatsApp messages, or text messages or calls or notifications, messaging systems within the Company platform, or any other communication methods specified by Company.

13.4. Violation Consequences: Any violation of this provision may result in immediate termination of Your participation in the Program, withholding of Eligible Earnings, or other appropriate deductions from earnings or other actions deemed necessary by the Company in its sole discretion.

13.5. Exception: This clause does not prohibit You from engaging with brands or their representatives through authorized interactions facilitated by the Company, such as collaborative campaigns, events, or promotional activities approved by both parties hereto.

14. COMPANY'S INTELLECTUAL PROPERTY RIGHTS AND LICENSE TO YOU

14.1. Company's technology stack is developed both in-house and in collaboration with select third-party providers. While Company strives to maintain a robust and reliable platform, it is possible that errors or technical challenges may arise. Company continually works towards improving its technology and resolving any issues that may occur. Please note that the Company shall not be held liable for any challenges or disruptions that may arise due to errors or technical issues, including but not limited to website downtime, system failures, experimental features/programs or any other concerns arising therefrom.

14.2. We own Our intellectual property and only provide You a limited license to access/use the Creator Platform strictly in accordance with the Agreement. You do not acquire any ownership rights by using our Services and enrolling in the Program. Unless otherwise specified, all materials that are part of the Creator Platform are owned, controlled, or licensed by the Company and are protected by law from unauthorized use. The entire contents of the Creator Platform are protected under copyright, patent, trademark, and/or other intellectual property laws. Company, the Company logos, and all designs are trademarks and/or trade dress of Company and may not be used without the express written permission of Company. All other trademarks appearing on the Creator Platform or Meesho Platform are the property of their respective owners. You do not acquire any ownership

rights by using/accessing the Creator Platform or downloading material from or uploading material to the Creator Platform or Your Creator Page. You agree not to (and shall not allow any third party to) reproduce, distribute, publish, prepare derivative works, publicly perform, publicly display, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer or exploit any right in the intellectual Property of the Company, in whole or in part, except as expressly permitted herein.

14.3. Company grants You a limited, non-exclusive, non-transferable, revocable license to access and use the Company platform and its services, solely for the purpose of participating in the Program and creating Content per Your discretion.

14.4. The license granted to You is non-transferable, meaning you cannot assign or sublicense Your rights to access or use the Company's Creator Platform to any third party.

14.5. The license is specifically for the authorized use of promoting the designated products as part of the Program. Any other use of the Creator Platform or its services is strictly prohibited.

14.6. Company retains all ownership and intellectual property rights related to the Creator Platform, including its design, logos, trademarks, and any other proprietary materials. The limited license does not grant You any rights to the intellectual property of the Company.

14.7. The right to access to/use of the Creator Platform under the limited license is subject to Your compliance with the terms and conditions outlined in the Agreement. Failure to comply with the Agreement may result in the termination of the license.

14.8. Company reserves the right to revoke or terminate the limited license at any time, with or without cause, at its sole discretion. Upon termination, You must cease all use of the Company platform and its services.

14.9. You agree not to reverse engineer, decompile, or modify any part of the Creator Platform, or attempt to derive the source code or underlying structure.

14.10. If a Creator incorporates any copyrighted material, such as music, images, or other content owned by third parties, in their Content on any online or social media platform/website/portal, both Company and the Sellers shall not be held liable for any copyright infringement or legal claims arising from such usage. It is the sole responsibility of the Creator to ensure that they have obtained the necessary permissions or licenses to use copyrighted material in their Content. Creators are advised to adhere to applicable laws, regulations and guidelines and to seek appropriate permissions when using such material to avoid any potential legal consequences. Any disputes or claims related to the usage of copyrighted material shall be the sole responsibility of the Creator, and both Company and the Sellers shall be held harmless in such matters.

14.11. Rights not expressly granted herein are reserved by Company. You agree to only use the Platform as expressly permitted herein.

## 15. COMPLIANCE WITH LAWS

15.1. Legal Compliance: As a participant in the Program and registering on Creator Platform, You are required to comply with all applicable laws, regulations, and industry standards, including but not limited to laws related to advertising, consumer protection, data privacy, intellectual property, and fair competition.

15.2. Lawful Activities: You agree to engage in lawful activities and refrain from any illegal, fraudulent, deceptive, or unethical practices in connection with Your participation in the Program and use of the Creator Platform.

15.3. Third-Party Rights: You must ensure that your activities do not infringe upon the rights of any third party, including copyrights, trademarks, patents, privacy rights, or any other proprietary or personal rights.

15.4. Content Compliance: You are responsible for ensuring that any Content you create, publish, or promote complies with applicable laws and regulations, and does not contain any infringing, defamatory, offensive, or unlawful material.

15.5. Data Protection: If you collect, use, or process personal data as part of your participation in the Program and use of the Creator Platform, you must do so in compliance with applicable data protection laws and regulations, including obtaining any necessary consents or permissions.

15.6. Indemnification: You agree to indemnify and hold Company harmless from any claims, damages, liabilities, costs, or expenses arising out of your non-compliance with laws or any violation of third-party rights.

15.7. Updates and Changes: Company reserves the right to update or modify the compliance requirements in this clause to reflect changes in laws or regulations. It is Your responsibility to review and comply with the updated terms.

## 16. RESPONSIBILITY AND DISCLAIMER

16.1. As a Creator, You will be solely responsible for the development, operation, and maintenance of your Creator Page, including all materials that appear thereon. This includes, but is not limited to:

16.1.1. The technical operation of your Creator Page and all related equipment.

16.1.2. Ensuring that the display of Links on Your Creator Page complies with any agreements/terms/guidelines agreed between You and third parties, including any restrictions or requirements imposed by third-party hosting providers.

16.1.3. Ensuring the accuracy and appropriateness of all materials posted on Your Creator Page, including Product-related materials and information associated with Links.

16.1.4. Ensuring that materials posted on your Creator Page do not violate or infringe upon the rights of any third party, including copyrights, trademarks, privacy, or other personal or proprietary rights.

16.1.5. Ensuring that materials posted on your Creator Page are not libelous or otherwise illegal.

16.2. We disclaim all liability for these matters. You will indemnify and hold Us harmless from all claims, damages, and expenses (including attorneys' fees) arising from the development, operation, maintenance, and contents of your Creator Page.

16.3. It is important to strictly abide by the terms outlined in these Terms. Any non-observance of those terms may result in the termination of our association with immediate effect.You expressly agree that use of and access/use Creator Platform and participation in the Program is at your sole risk. The Creator Platform is provided on an “as is” and an “as available” basis. We do not make, and hereby expressly disclaim, any representations or warranties regarding the Creator Platform or the Program. You agree and Company states that it makes no representation or warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Creator Platform; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Creator Platform; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained on the Creator Platform; (iv) whether the Creator Platform will meet your requirements or be available on an uninterrupted, secure, error-free, virus-free, or otherwise secure basis.

16.4. Adherence to ASCI Guidelines: The Creator acknowledges and agrees that it is their sole responsibility to ensure strict adherence to the guidelines and regulations prescribed by the Advertising Standards Council of India (ASCI) in relation to the creation and dissemination of advertising content, to the extent applicable.

16.5. No Responsibility for Non-Compliance: Company explicitly disclaims any responsibility for the Creators’ failure to comply with ASCI guidelines. The Company shall not be held liable for any consequences arising from non-compliance with ASCI guidelines, including but not limited to regulatory penalties, legal actions, or reputational damage.

16.6. No Financial or Non-Financial Liability: Company shall not be liable for any financial or non-financial losses, damages, claims, or disputes that may arise because of the Creator actions or content, irrespective of their compliance with ASCI guidelines. This includes, but is not limited to, losses incurred by the Sellers arising from the Content or the act/ omissions of the Creator.

16.7. Indemnification: The Creator agrees to indemnify and hold Company harmless from any claims, demands, actions, or liabilities (including legal fees) arising from their failure to adhere to ASCI guidelines or any other breaches of these terms and conditions.

16.8. Independent Legal Advice: The content creator is encouraged to seek independent legal advice to ensure compliance with ASCI guidelines and other applicable laws and regulations

17. TERM AND TERMINATION

17.1. Term: This agreement shall be effective upon your acceptance of the terms and conditions and shall continue until terminated in accordance with the provisions herein.

17.2. Termination for Convenience: Either party may terminate this agreement at any time for any reason by providing written notice to the other party.

17.3. Termination for Breach: In the event of a material breach of the terms and conditions outlined in this agreement, either party may terminate this agreement upon written notice to the breaching party, allowing a reasonable opportunity to cure the breach if possible.

17.4. Immediate Termination: Notwithstanding the above, Company reserves the right to terminate this agreement immediately without prior notice in the event of a serious breach, such as engaging in fraudulent activities, violating intellectual property rights, or engaging in illegal activities.

17.5. Effect of Termination: Upon termination, You shall immediately cease all use of Creator Platform, promotional materials, and intellectual property rights. Any outstanding obligations or liabilities, including payment obligations and confidentiality provisions, shall survive the termination.

17.6. Return of Materials: Upon termination, You agree to promptly return or destroy any confidential or proprietary materials provided by the Company.

17.7. Dispute Resolution: In the event of termination, any disputes arising from the termination or this agreement shall be resolved in accordance with the dispute resolution provisions outlined in these Terms.

17.8. Survival: The clauses pertaining to intellectual property rights, confidentiality, limitation of liability, and any other provisions necessary for their interpretation or enforcement shall survive the termination of this agreement.

18. MODIFICATION

18.1. Modification: Company reserves the right to modify or amend any terms and conditions of these Terms at any time, with or without prior notice to You, without assigning any reason and without liability

18.2. Notice of Modifications: In the event of any modifications or amendments, Company may provide notice of such changes by email, through the Company platform, or by posting a revised version of the agreement on the Company website.

18.3. Acceptance of Modifications: Your continued participation in the Program and use of /access to the Creator Platform following the notification or posting of modified terms constitutes Your acceptance of the updated terms. If You do not agree with the modifications, You have the right to terminate your participation in the Program.

18.4. Effective Date of Modifications: The modifications shall become effective upon their notification or posting, unless otherwise stated in the notice.

18.5. Review of Modifications: It is your responsibility to review the modified terms regularly to stay informed of any changes. The Company encourages you to review the terms periodically to ensure continued compliance.

18.6. No Retroactive Application: Modifications will not have a retroactive application and will only apply to activities and transactions occurring after the effective date of the modification.

19. CONFIDENTIAL INFORMATION

19.1. During the course of your participation in the Program and access to/use of the Creator Platform, You may have access to certain confidential information belonging to Company, including but not limited to trade secrets, business strategies, financial information, customer data, and other proprietary information ("**Confidential Information**"). You agree to maintain the confidentiality of all such Confidential Information and to use it solely for the purposes of Your participation in the Program.

19.2. You shall not disclose, distribute, or make any unauthorized use of the Confidential Information, except as expressly permitted by this Agreement or with the prior written consent of the Company. This obligation of confidentiality shall continue even after the termination or expiration of this Agreement.

19.3. You understand and acknowledge that the unauthorized disclosure or misuse of Confidential Information may cause irreparable harm to Company, for which monetary damages would be inadequate. Therefore, in the event of any breach or threatened breach of this confidentiality obligation, Company shall be entitled to seek injunctive relief and any other remedies available under applicable law.

19.4. It is important to note that this confidentiality obligation does not apply to information that is publicly available or becomes publicly known without any breach of this Operating Agreement, or to information that you can demonstrate was already rightfully in your possession prior to its disclosure by the Company.

## 20. RELATIONSHIP

20.1. The relationship between Company and the Creator participating in the Program and accessing/using the Creator Platform is that of independent entities. Nothing in this agreement creates or implies any partnership, joint venture, agency, employment, or franchise relationship between the parties. The Creator shall have no authority to bind or obligate Company in any manner. Each party retains full control and discretion over its own activities and operations. Furthermore, the Creators acknowledge that they are not exclusive to the Company and may engage in similar activities with other platforms or entities. The rights and obligations set forth in this Agreement are solely for the purposes outlined herein and do not extend beyond the scope of the Program.

## 21. LIMITATION OF LIABILITY

21.1. To the fullest extent permitted by applicable law, Company and its affiliates, officers, directors, employees, agents, and licensors shall not be liable for any indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, revenue, goodwill, data, or other intangible losses arising out of or in connection with your participation in the Program or use of the Platform.

21.2. Company makes no warranties or representations, whether expressed or implied, regarding the Program or the Creator Platform. The Program and the Creator Platform are provided on an "as is" and "as available" basis without any warranty of any kind. You acknowledge and agree that Your participation in the Program and access to/use of the Creator Platform is at Your own risk. You assume all responsibility and liability for any consequences resulting from your participation in the Program or access to/ use of the Creator Platform.

21.3. In no event shall the maximum aggregate liability of Company and its affiliates, officers, directors, employees, agents, and licensors pursuant to this Agreement, arising out of or in connection with your participation in the Program, exceed the total amount of payout made to You by Company during the one month period immediately preceding the first event giving rise to the liability.

21.4. You agree to defend, indemnify, and hold Company and its affiliates harmless from any claims, liabilities, damages, losses, costs, or expenses, including reasonable attorney's fees, arising out of or in connection with Your participation in the Program, access to / use of the Creator Platform or any breach of this Agreement.

## 22. COMPANY DISCLAIMERS

22.1. Any statements, claims, or representations made in relation to Products are made by Sellers and are Sellers' own and do not reflect the views or opinions of the Company. Therefore, You acknowledge that any Content made by You contains credible, genuine and *bona fide* claims based on your personal experience and are Your sole responsibility. The Company or this Program does not have bearing on any claims made in Your Content and You assume all risks associated with the claims made by you regarding such Products in your Content.

22.2. While the Company strives to provide accurate and up-to-date Product information, You acknowledge that the Company wholly and completely relies on Sellers for Product information and We do not warrant or guarantee the accuracy, completeness, or reliability of any Product descriptions, pricing, or other information provided on the Meesho Platform. It is Your responsibility to verify the accuracy of such information before making any purchasing and advertising decisions.

22.3. The Products may have content, reviews, or comments submitted by their buyers. However, the Company does not endorse or validate the accuracy, reliability, or legality of user-generated content. Any reliability to such comments, content and reviews shall be at the sole discretion of the Creator and at their own risk.

22.4. While we make efforts to ensure the functionality and availability of the Platform, we do not guarantee uninterrupted, error-free, or secure access to the Platform. Technical issues, maintenance activities, or other factors may cause interruptions, delays, or errors. Company disclaims all liability for any losses or damages resulting from such interruptions or technical issues.

## 23. GOVERNING LAW AND DISPUTES

23.1. These Terms shall be governed by and construed in accordance with the laws of India, without regard to its conflict of laws principles. Any dispute, controversy, or claim arising out of or relating to this Agreement, including its formation, interpretation, performance, or termination, shall be exclusively resolved by the courts of Bangalore, Karnataka.

23.2. Both parties agree to submit to the personal jurisdiction of the courts of Bangalore, Karnataka for the purpose of litigating any such dispute, controversy, or claim. The prevailing party in any such dispute shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with resolving the dispute.

23.3. In the event of a dispute, the parties shall first attempt to resolve the matter amicably through good-faith negotiations. If such negotiations do not result in a resolution within a reasonable period of time, either party may initiate legal proceedings in accordance with the governing law and jurisdiction specified herein.

## 24. SUPPORT AND MESSAGES

24.1. We may provide user support. The Company reserves the right at any time to discontinue, cancel, or modify the technical support provided, if any.

24.2. You agree to receive messages from us, including marketing materials. You agree to receive messages, including notices and marketing materials, through the Services or through your contact information, such as email. It is your responsibility for ensuring that the Company has your current email address at all times. Any notice sent to you via such email address by Company shall be deemed given, received, and read by you, whether or not it actually is received and/or read.

24.3. You may receive additional communications in relation to the services and/or the Program either by way of emails or otherwise, and any such communication received You in this regard, it shall form part of the Terms. In the event that any communication conflicts with the Terms, then in such case the terms stipulated via the communications shall prevail.

**ANNEXURE A**
**MCC MONETISATION GUIDELINES**

## 1. GENERAL

1.1. In addition to complying with all the requirements mentioned in the Agreement, Your Content generating Eligible Earnings or any other payouts under the Agreement must comply with the following criteria to be eligible for payouts under the Agreement. To clarify, these MCC Monetisation Guidelines ("Guidelines") determine Your eligibility to receive payouts for the Content and have no bearing on the legality of the Content, without prejudice to Meesho's other rights under the Agreement.

## 2. PAYOUT PRINCIPLES

2.1. Meesho and the Sellers want to promote Content in which the Product is easily and prominently identifiable. Mere mention of the Product is not sufficient, and the Content should clearly describe some features, design, functionality or use case of the Product. The Content must promote the Product through organic viewing and engagement. Any Content which is templatized, provides no information about the Product or uses artificial mechanisms to inflate views, clicks or interaction with the Content or the Product Link are not eligible for payouts.

2.2. The information about the Product must be prominently available in the Content itself. Re-directing or linking to any other content or page, including through the Product Link, will not be deemed to provide information about the Product.

2.3. The following criteria ("Payout Criteria") are being mentioned to further elucidate the principles set out in paragraphs 2.1 and 2.2 ("Payout Principles"). These Payout Requirements (defined later) are non-exhaustive in nature and Meesho may determine whether Content is eligible for payouts on the basis of the Payout Principles and these Payout Criteria. In case of any disagreement, Meesho's determination of compliance with Payout Principles and Payout Criteria will be deemed to be final and binding for the purposes of payouts.

## 3. PAYOUT CRITERIA

3.1. Creator must ensure that the Content is:

(a) Your own original and authentic Content and is not copied from any other person;
(b) The Product is easily and prominently identifiable in the Content, and the Content shows, demonstrates or describes the features, design, functionality or use case of the Product;
(c) Related to the Product linked with the Content; and
(d) Viewed and engaged with by Your natural and authentic audience.

3.2. The following kinds of Content will not be eligible for payouts:

(a) Content which artificially inflates the views, clicks or other interactions through any mechanisms including through paid ads, bots, click farms, or coordinated engagement;
(b) Image/video which only contains Link/Product Link with little or no other addition including mere images, static videos, videos on loop;
(c) Content with no information about the Product or its features;
(d) Content which is copied or reposted from any other person or account;
(e) Content generated using artificial intelligence or other automated tools which is generic or templatized, lacks originality and gives the impression of mass production;
(f) Content in which the Product linked with the Content does not appear, or which is unrelated to the Product;
(g) Content made mainly to get clicks, likes, comments or other interactions, rather than to inform viewers about the Product; and
(h) Content with false or misleading information about the Product.

3.3. The Creator must comply with all the Payout Principles and Payout Criteria (collectively referred to as "Payout Requirements").

## 4. SUSPICIOUS ACTIVITY

4.1. Without prejudice to the above, Content will not be eligible for payouts where Meesho identifies any activity which, in its view, does not meet the Payout Requirements. Meesho may use various criteria or signals (individually or in combination thereof) to check Content's compliance with Payout Requirements. This includes:

(a) unusual patterns in clicks, including unusually short visits after clicks, clicks concentrated on one device, IP address, or region, unusual timing patterns, bot-like activity, and sudden spikes in click-through rate;
(b) unusual patterns in followers or engagement, including engagement which does not align with Your follower count, or generic or bot-like comments; and
(c) more than one account on the Creator Platform linked to the same PAN, bank account or device.

4.2. The afore-said signals and criteria are non-exhaustive and Meesho may also rely on additional signals and criteria for checking Content's eligibility for payouts.

## 5. HOLDING OF PAYOUTS AND REVIEW

5.1. Where Meesho identifies that any or all of Your Content may not be eligible for payouts as per the Agreement, Meesho may hold the payouts associated with such Content during the determination period. The determination period may extend to thirty (30) days. Meesho will inform You of the reason for the hold as soon as reasonably possible. If asked for details to check for Content's payout eligibility by Meesho, You shall respond with all the required details within 48 (forty-eight) hours

of being informed, by sharing information to show that the Content is eligible. For this purpose, Meesho may request such details it reasonably believes is required from You including without limitation (a) Your social media account(s); (b) proof of original Content (including source files or posts showing the Product); (c) information/metrics associated with Your social media account(s), etc. Meesho will review the information shared by You, generally within ten (10) business days.

5.2. Meesho may withhold, adjust or recover any payouts associated with Content which is not eligible under these Guidelines, including by setting off such amounts against future payouts. If You repeatedly publish Content which is not eligible for payouts, Meesho may take escalating action, up to and including permanent removal from the Program.

## 6. REVISIONS

6.1. These Guidelines, including the eligibility requirements for payouts, may be revised from time to time. You must keep Yourself abreast of the revisions to be eligible for continued payouts.