



terms & conditions

version 1

june 2016

buttonstart

TERMS TO ACCESS OUR WEBSITE

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website buttonstart.in (our site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use our site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, kindly refrain from using our site.

ABOUT US

www.buttonstart.in is a site operated by Buttonstart Media Solutions Private Limited ("We"), a private limited company incorporated under the provisions of the Companies Act, 2013 and registered in India under CIN No. U74120MH2015PTC267865 and have our registered office at Floor-Ground, Plot-19, Gadiwala House, Gilder Lane, Off D.B. Marg, opposite Navjivan Society, Mumbai Central, Mumbai - 400008, Maharashtra.

ACCESS TO OUR SITE

When you register to use our site you will be asked to create a user name and password as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user name or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use. If you know or suspect that someone else knows your username or password you shall immediately

notify us by contacting us on assist@buttonstart.in.
You should log out from your account at the end of each use.

When using our site, you must comply with the provisions of our acceptable use policy.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them. Similarly for a company/ agency/ team, they will be responsible for their representatives accessing the site.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all the rights including but not limited to intellectual property rights on our site and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organization to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the

authors of material on our site must always be acknowledged by you.

You must not use any part of the materials on our site for commercial purposes without obtaining a license to do so from us and/or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

For sake of clarity, the material referred to herein above will include the material owned by or licensed to us and shall not include any material published or posted on our site by the registered users or any user.

INFORMATION POSTED

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

ABOUT YOU

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

By registering on our site, you warrant that:

1. You are legally capable of entering into binding contracts;
2. You are at least 18 years old;
3. The dates provided by you are correct and complete;
4. The information (personal and professional) provided by you is correct and complete

When you register to use our site you will be asked to create a username and a password. In order to prevent fraud you must keep this username and password confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password you agree to notify us by contacting at assist@buttonstart.in immediately.

BUSINESSES THROUGH OUR SITE

Contracts for the delivery of projects formed through our site or as a result of visits made by you are governed by our terms and conditions and by accepting these terms and conditions you agree to abide by the terms and conditions.

How the contract is formed between the User, the Film maker and us

1. The User shall upload the details/ brief for a video to be

created by the film maker (“Project”). The details shall include the scope and specification (including confidential data/ images/ logos etc) of the Project, the estimated price which the user is willing to pay for the completed Project, the date by which pitch must be submitted by the film maker and the date by which the Project must be completed (“Completion Date”).

2. The film maker may submit a proposal to complete a Project (“Pitch”). Each Pitch shall include the price for the completion of the Project and confirmation that the Project will be completed by the Completion Date. Each Pitch shall constitute an offer.
3. On the confirmation of a Pitch by the user, a contract shall be formed between the user and the film maker on the basis of these terms and conditions mentioned hereunder. This contract will be electronically generated as an email.

DELIVERY AND ACCEPTANCE

1. If the film maker fails to complete the Project milestones by the Completion Date the user may serve notice on the film maker requiring the Project milestones to be completed within 7 days or as per the users' requirements. If the film maker fails to complete the Project by the said date, the user may terminate the contract and we shall refund the Advance (as defined below) to the user, after deducting or set-off of appropriate payment gateway fees.
2. Once the Project has been completed the film maker shall deliver the Project to the user using our site by

posting a link on the site and the user shall confirm that the Project has been completed successfully by clicking “Project Complete”.

3. If the user does not accept the Project or Project milestone it shall notify us and the film maker within 7 days of date of delivery. The user and film maker shall negotiate in good faith in an effort to resolve the dispute.
4. If the user and film maker are unable to resolve the dispute within 21 days, the matter shall be referred to us for resolution. A fee equal to Rs. 25000/- or 10% of the Project fee as agreed between the user and film maker (“Resolution Fee”) whichever is greater shall be paid to us in consideration for our providing resolution services. We shall not consider any submissions or make any decision until we have received the Resolution Fee.
5. Both the parties are entitled to make submissions to us, provided always that all interactions/ communication are done via our site, and shall provide us with such assistance and documents as we reasonably require for the purpose of reaching a decision. We shall supply our written decision within 14 days. Our written decision on the matter shall be final and binding on the parties in the absence of manifest error or fraud.
6. If either user or the film maker is not satisfied with our decision, the matter may be referred to the arbitral tribunal in accordance with the provision of the Arbitration and Conciliation Act, 1996, as may be amended from time to time. A sole arbitrator will be appointed mutually by both the parties to resolve the dispute and the arbitrator's decision will be binding on the parties. The place of arbitration will be Mumbai and the language will be English. Arbitration fees are non-refundable and may be charged additionally at the

discretion of the Arbitrator.

Risk and Title

1. The completed Project will be at the user's risk from the time of delivery.
2. Ownership of the Project will only pass to the user when the film maker receives full payment of all sums due. The film maker can use the Project to showcase his work subject to express permission from the user. If it has sensitive data that needs to be removed.

HOW THE SITE WORKS

Buttonstart is a video sourcing market place that connects brands, agencies and individuals to film makers.

The process is as simple as registering on the platform and filling up the brief template already available on buttonstart. The template has a few fields like Description, Duration, Type, Budget, etc. On posting this the registered film makers on the platform pitch for this brief. Along with the briefs the brand/ agency/ individual can also view the film maker's profile and the film maker can view the profile of the brand/ agency/ individual.

The Project is divided in 5 stages –

1. PITCH
2. SCRIPT/PRE-PRODUCTION
3. PRODUCTION
4. FIRST CUT
5. FINAL DELIVERY

When a pitch (stage 1) is approved the brand/ agency/ individual has to park only 25% of the approved budget on the platform and the film maker then starts work on the next stage (stage 2) of the project like scripting/ pre-production or whatever the film maker deems to call it. The 25% does not get remitted to the film maker at this stage.

On approval of this stage from the user, the film maker starts work on the next stage (stage 3) and the user parks another 25% of the budget with the platform. This is also not remitted to the film maker's account.

On completion/ approval of stage 3 the first 25% is remitted to the film maker's account. The brand/ agency/ individual parks another 25% with the platform and the film maker commences work on the next stage (stage 4).

On approval of this stage the second 25% is remitted to the film maker's account. The brand/ agency/ individual then parks the balance 25% on the platform and the film maker begins work on finalizing the project (stage 5).

On approval of this stage from the user the balance 50% is remitted to the film maker's account. An email is sent out to both the parties to rate their experience on the project which will reflect on the rating of the said users.

Feature

1. Buttonstart has a unique feature - Video Contest. A user can start this contest if he needs a series or multiple videos by posting the brief on this section. Interested film makers will create the videos and then present it on the stipulated date. The user chooses the videos that fit the brief and pays for only these videos.
2. To start the contest -
 - ~ the user who posts the brief will have to indicate the number of videos he needs
 - ~ the brief will go live only after the user parks the 100% of the budget allocated for the videos
 - ~ the film makers have to indicate that they would be participating in the contest and will have to share the final video on the date mentioned in the brief
 - ~ the final videos that the user decides to use from the contest is his sole discretion
 - ~ the budget will then be equally divided between the film makers whose videos are acquired after deducting a 15% fee for buttonstart
 - ~ the videos that are not acquired remain with the film maker who has made them and are his property only the creative part
 - ~ if for any reason the user who has posted the contest likes more videos than what he initially intended to take away, then he pays for those videos extra on a pro rata basis
 - ~ if for any reason the user who has posted the contest likes a less number of videos than what he had initially intended to take away then he pays less for the videos on a pro rata basis

~ if the user who has posted the contest does not like any video from the contest then the money is refunded to him.

PRICE AND PAYMENT

1. The price of any project is the budget quoted by the brand/ agency/ individual while posting a brief and accepted by the film maker after the brief is awarded to him. The budget will include a 15% all-inclusive fee for buttonstart.
2. These prices exclude Taxes (if any additional). The user or film maker shall, on receipt of a valid Tax invoice, pay such additional amounts in respect of Tax as are chargeable and prevalent at the time of billing.
3. Payment for each stage of the Project must be made to buttonstart when the brand/ agency/ individual and film maker enter into a contract for the film maker to complete the Project and the film maker shall not commence the Project until confirmation from buttonstart that the fee and timeline has been agreed by the brand/ agency/ individual on our site itself.
4. On completion of the Project, buttonstart will raise an invoice to the brand/ agency/ individual on behalf of the film maker which will include the buttonstart fees and any taxes that are applicable, i.e. the film makers fee + 15% buttonstart fees + service tax as applicable
5. Buttonstart will raise an invoice to the film maker for its 15% fees.
6. At the time of commencing the project buttonstart will require the bank details, service tax numbers and pan card details of the brand/ agency/ individual and the film maker for the

7. Provided always, that we have received the Price in accordance with this clause, we shall pay the Price less the Commission (and any applicable tax) to the film maker on behalf of the user.
8. All invoices shall be paid within 7 days of the date of invoice, provided we have received the amount from the user.
9. For any reason if the project is abandoned by the brand/ agency/ individual, there will be no refunds for the phases already approved by him and the money parked for these stages will be remitted to the film maker's account.
10. For any reason if the project is abandoned by the film maker, he will not get any money that is parked with the platform even if he would have completed a stage and the user would have approved it.
11. If any money is remitted to the film maker and he abandons the project for any reason from there then no more money will be remitted to his account even if the user has approved that stage.
12. For abandoning and/ or delay in the project the user (brand/ agency/ individual or film maker) may get a negative rating on the platform
13. Buttonstart will also provide additional services to the users:
 - ~ In house producer – if any user requires expert supervision on the project then buttonstart will provide a producer for that project. The fees for the producer will be 10% (+tax) of the approved budget
 - ~ Script consultant – if any user requires a script consultant on the project then buttonstart will provide that for an additional fee of INR 5,000/- (+tax)

- ~ Shortlisting projects – if a brand/ agency needs their pitches to be shortlisted to maximum of 5 best then buttonstart will provide that for an additional fee of INR 200/- per pitch (+tax)

LIABILITY

1. The film maker warrants to the brand/ agency/ individual that the completed Project is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied and/ or as defined by the user in the brief uploaded on our website.
2. The film maker's liability for losses the user suffers as a result of it breaking this agreement including deliberate breaches is strictly limited to the Fee paid by user under this agreement
3. Our site is an online venue for the posting and delivery of projects by film makers for brand/ agency/ individual and both of you acknowledge and accept that buttonstart does not source or deliver projects. We have no liability for the projects delivered and your sole recourse shall be against the brand/ agency/ individual, to the extent you are the film maker, and to the film maker to the extent you are the brand/ agency/ individual. Notwithstanding the above, to the fullest extent permitted by law, we exclude all warranties, conditions and other terms implied by statute or common law from the Contract.
4. This does not include or limit in any way our or the film maker's liability:
 - ~ for death or personal injury caused by our negligence;
 - ~ under section 2(3) of the Consumer Protection Act 1987;

- ~ for fraud or fraudulent misrepresentation; or
 - ~ for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability
5. We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to:
- ~ loss of income or revenue
 - ~ loss of business
 - ~ loss of profits or contracts
 - ~ loss of anticipated savings
 - ~ loss of data, or
 - ~ waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable; provided that this clause shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clauses herein above or any other claims for direct financial loss that are not excluded by any of categories mentioned herein above.

Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Notices

All notices given by you to us must be given to Buttonstart Media Solutions Private Limited at assist@buttonstart.in. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

Transfer of rights and obligations

1. The contract between you and us is binding on you and us and on our respective successors and assigns.
2. You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent.
3. We may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.

Force Majeure Events

1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a contract that is caused by events outside our reasonable control (Force Majeure Event).

2. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
 - ~ Strikes, lock-outs or other industrial action.
 - ~ Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
 - ~ Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
 - ~ Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - ~ Impossibility of the use of public or private telecommunications networks.
 - ~ The acts, decrees, legislation, regulations or restrictions of any government.
3. Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavors to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

Waiver

1. If we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such

rights or remedies and shall not relieve you from compliance with such obligations.

2. A waiver by us of any default shall not constitute a waiver of any subsequent default.
3. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with the preceding clause.

Severability

If any of these terms and conditions or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Entire Agreement

1. These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
2. We each acknowledge that, in entering into a contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these terms and conditions.

3. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

Our right to vary these terms and conditions

1. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities etc.
2. You will be subject to the policies and terms and conditions in force at the time that enter a contract in respect of a Project, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before the Project is completed (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of notification of the change to the terms and conditions).

Law and Jurisdiction

Contracts for the purchase/services or delivery of products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Indian law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of Mumbai, India.

UPLOADING MATERIAL ON OUR SITE

Whenever you make use of a feature that allows you to upload material/ link to our site, or to make contact with other users of our site, you must comply with the content standards set out in our acceptable use policy. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of this warranty.

Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose unless particularly specified by the user in the brief – confidential data. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any

other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy or if the same is in violation of the applicable laws.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our site by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence punishable under the Information Technology Act, 2000. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy.

If you wish to make any use of material on our site other than that set out above, please address your request to assist@buttonstart.in.

LINKS FROM OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

JURISDICTION AND APPLICABLE LAW

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of India and the Mumbai courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site.

Variables

We aim to update our site regularly, and may change the content posted on it at any time. If the need arises, we may suspend access to our site, or close it indefinitely, without any prior intimation. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

ACCEPTABLE USE POLICY

This acceptable use policy sets out the terms between you and us under which you may access our site and which applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms to use our website and forms an integral part of our website.

PROHIBITED USES

You may use our site only for lawful purposes.

You must not use our site:

- ~ In any way that breaches/ does not abide with any applicable local, national or international law or regulation;
- ~ In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- ~ In any way to breach any person's/ company's/ entity's privacy to be in line with the law of the land of the person of origin;
- ~ In any way to involve explicit content/ language/ images etc., and if required by the user we have the authority to delete/ disallow etc. to be in line and should not infringe, defame person/ organization/ state/ country in any manner whatsoever and abide by the law of the land;
- ~ For the purpose of harming or attempting to harm minors in any way;
 - ~ To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (as mentioned hereunder);
 - ~ To transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam);
 - ~ To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
 - ~ To create projects linking to affiliate programs, multi-level marketing schemes, sites/ blogs repurposing existing stories (source hops) of off-topic content.

You also agree:

- ~ Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use;
- ~ Not to access without authority, interfere with, damage or disrupt:
 - ~ any part of our site;
 - ~ any equipment or network on which our site is stored;
 - ~ any software used in the provision of our site; or
 - ~ any equipment or network or software owned or used by any third party.
- ~ With an exception of RSS feeds not to:
 - ~ take any action that imposes or may impose in our sole discretion an unreasonable or disproportionately large load on our site;
 - ~ take steps to interfere or attempt to interfere with the proper working of our site or any activities conducted on the site; or
 - ~ by pass any measures we may use to prevent or restrict access to our site including using any robot, spider, scraper or other automatic means to access our site or any purpose without our express permission.

INTERACTIVE SERVICES

We may from time to time provide interactive services on our site, including, without limitation:

- ~ Chat rooms;
- ~ Bulletin boards;
- ~ Projects and Pitches
- ~ Shortlisting/ selecting pitches
- ~ Supervision
- ~ Arbitration

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical) and the same may be with or without a fee that will be communicated/ showcased on our site itself.

We will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by yourself and/or any user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the potential risks to them.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our site (contributions), and to any interactive services associated with it.

You must comply with the spirit of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- ~ Be accurate (where they state facts);
- ~ Be genuinely held (where they state opinions);
- ~ Comply with applicable law in India and in any country from which they are posted.

Contributions must not:

- ~ Contain any material which is defamatory of any person;
- ~ Contain any material which is obscene, offensive, hateful or inflammatory;
- ~ Promote sexually explicit material;
- ~ Promote violence;

- ~ Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- ~ Infringe any copyright, database right or trade mark or other intellectual property rights of any other person;
- ~ Be likely to deceive any person;
- ~ Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- ~ Promote any illegal activity;
- ~ Be threatening or abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- ~ Be likely to harass, upset, embarrass, alarm or annoy any other person;
- ~ Be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- ~ Give the impression that they emanate from us, if this is not the case;
- ~ Advocate, promote, solicit or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

SUSPENSION AND TERMINATION

We will determine, in our own discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- ~ Immediate, temporary or permanent withdrawal of your right to use our site including but not limited to termination of your registration on the site;
- ~ Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- ~ Issue of a warning to you.
- ~ Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach of this acceptable use policy.
- ~ Further legal action against you as we may deem fit.
- ~ Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

CHANGES TO THE ACCEPTABLE USE POLICY

We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

CANCELLATIONS

How to cancel orders before you receive your finished project?
Each Buttonstart project has a pitch completion date.

No project fees are due until this time. To cancel your project before this date your project should be left to expire. No funds are due on expired projects. Your project will be classed as cancelled.

REFUNDS

Posting and Listing Fees

There are no registration fees and no charges to post or list a project on www.buttonstart.in

Project Funds

Buttonstart has a fund transfer template which is the only way the users can access the site for projects. Each project is divided into 5 phases and the funds distributed as - 25:25:25:25 which is as follows:

Stage 1: Pitch – after the brand/ agency/ individual approves a pitch for the brief posted by him, he parks only 25% of the approved budget with buttonstart.in; this remains with our banker in a nodal account and does not get transferred to the film maker's account

Stage 2: Script/ Pre-production – on completion and subsequent approval of stage 2, the brand/ agency/ individual) parks another 25% of the approved budget with buttonstart.in; this too remains with our banker in a nodal account and does not get transferred to the film maker

Stage 3: Production – on completion and subsequent approval of stage 3, 25% advance that was parked with [buttonstart](http://buttonstart.in) gets remitted to the film maker's account and the brand/ agency/ individual parks another 25% of the approved budget with

buttonstart.in; this remains with our banker in a nodal account

Stage 4: First Cut – on completion and subsequent approval of stage 4, another 25% advance that was parked with buttonstart gets remitted to the film maker's account and the user parks the balance 25% of the approved budget with buttonstart.in; this remains with our banker in a nodal account

Stage 5: Final Delivery – on completion and subsequent approval of stage 5, the balance 50% of the cost of project gets remitted to the film maker's account.

Buttonstart will take a 15% fee on each transaction from the user (which includes fees of payment gateway).

If for any reason the user is not satisfied with the outcome of the script after shortlisting a film maker from the pitch and wishes to withdraw the project from our site then the amount transferred to our site as per Stage 1 mentioned above (i.e., 25% of the approved budget) will be refunded to the user within 7 working days.

If the user decides to pull off the project for any reason at any stage, the amount that has been transferred to the film maker will remain with the film maker and only 50% of the money that has been parked on our site will be refunded to the user within 7 working days and the balance 50% will be remitted to the film maker (on mutually agreeable terms). On doing so, the user may get a negative rating from the community which could affect his future prospects on the site.

If the film maker decides to pull off from the project at any stage for any reason, he does not get any money from there on from the user and Buttonstart will get the project completed for the user, either on its own or through some other film maker, on the approved budget and will then take credit as producer for the project. The film maker may also get a negative rating from the community which could affect his future prospects on the site.

Both parties are entitled to make submissions to us for refunds, provided that such submissions are made via our site, and shall provide us with such assistance and documents as we reasonably require for the purpose of reaching a decision on refunds.

DETAILS OF OUR RESOLUTION POLICY CAN BE FOUND WITHIN OUR TERMS & CONDITIONS.

Refunds will be made to you within 7 working days of receipt of a resolution decision, as long as you have followed all of the procedures and time frames as laid out in our terms and conditions.

Refunds will be made to you as per your account details /credit or debit card as submitted. The applicable charges of the payment gateway and any other fees will be debited from this amount and then refunded.

OUR BANKERS

Our bankers are Kotak Mahindra Bank Ltd. All the advances will be parked in a nodal account with our bank.

[Link of nodal account.](#)

DISCLAIMER

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or
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- ~ for any indirect, special or consequential loss; or
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By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

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You accept that, as a limited liability entity, buttonstart.in has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Buttonstart's officers or employees in respect of any losses you suffer in connection with the website. Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Buttonstart's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Buttonstart.

Unenforceable Provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

PRIVACY POLICY

Buttonstart Media Solutions Pvt. Ltd. ("We") are committed to protecting and respecting your privacy.

This policy (together with our terms of use, acceptable use policy, disclaimers and any other documents referred to on it) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will

treat it.

For the purpose of the Information Technology Act, 2000 (the "Act"), the data controller is Buttonstart Media Solutions Pvt. Ltd.

WE MAY COLLECT INFORMATION FROM YOU

We may collect and process the following data about you:

- ~ Information that you provide by filling in forms on our site buttonstart.in ("our site"). This includes information provided at the time of registering to use our site, subscribing to our service, posting material or requesting further services. We may also ask you for information when you report a problem with our site.
- ~ If you contact us, we may keep a record of that correspondence.
- ~ We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
- ~ Details of transactions you carry out through our site and of the fulfilment of your orders.
- ~ Details of your visits to our site including, but not limited to, traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise and the resources that you access.

IP ADDRESS

We may collect information about your computer, including your IP address, wherever applicable, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is just the statistical data about our users' browsing actions and patterns, and does not identify any individual.

WHERE YOUR INFORMATION WILL BE STORED

The data that we collect from you may be transferred to, stored and processed by staff who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, the fulfilment of your order, the processing of your payment details and the provision of support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

[All information you provide to us is stored in Microsoft SQL server. Any payment transactions will be encrypted [using SSL technology].] as per THE PAYMENT GATEWAY Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

HOW THE INFORMATION IS USED

We use information held about you in the following ways:

- ~ To ensure that content from our site is presented in the most effective manner for you and for your computer.
- ~ To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes. To carry out our obligations arising from any contracts entered into between you and us.
- ~ To allow you to participate in interactive features of our service, when you choose to do so.
- ~ To notify you about changes to our service.

We may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these by [email, post or telephone].

If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you.

If you are a new customer, and where we permit selected third parties to use your data, we (or they) will contact you by electronic means, only if you have consented to this.

If you do not want us to use your data in this way, or to pass your details on to third parties for marketing purposes, please tick the relevant box situated on the form on which we collect your data (the registration form).

[We do not disclose information about identifiable individuals to our advertisers, but we may provide them with aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.]

DISCLOSURE OF YOUR INFORMATION

We may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries.

We may disclose your personal information to third parties:

- ~ In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- ~ If Buttonstart Media Solution Pvt Ltd or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- ~ If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use or terms and conditions and other agreements; or to protect the rights, property, or safety of Buttonstart Media Solution Pvt Ltd, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at assist@buttonstart.in

Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

CONTACT

We are a young entity eager to help our users hence any questions, comments and requests regarding the terms of use and privacy policy are most welcome. Apart from this if you have any concerns about any material on our site then please feel free to bring that up to our notice. You can contact us – assist@buttonstart.in

Thank you for visiting our site