

## Terms of Use

### **BIG Animation (I) Private Limited Terms of Use Agreement (BA)**

#### **LAST UPDATED ON:**

#### **Important. Read Carefully.**

This Terms of Use Agreement (this "Agreement") states the terms and conditions under which BA (including its subsidiaries and affiliates), will agree to allow you ("you") to use our websites, including without limitation, **www.biganimation.com** (collectively, the "Sites" and each a "Site") and the materials accessible on the Sites, and governs your use of the Sites. By accessing, browsing, or otherwise using any of the Sites, You agree to be legally bound by the terms and conditions of this Agreement. If you do not agree with any term or condition of this Agreement, do not use the Sites.

BA reserves the right to modify this Agreement without advance notice to You. However, you can review the current version of this Agreement by clicking on the "Terms of Use" link at the bottom of every page of the Sites. You can determine when this Agreement was last revised by referring to the "*LAST UPDATED*" legend at the top of this Agreement. You hereby acknowledge and agree that you will be bound by such modifications.

We reserve the right, at any time and from time to time, temporarily or permanently, in whole or in part, to: modify or discontinue any of the Sites, with or without notice; charge fees in connection with the use of the Sites; modify and/or waive any fees charged in connection with the Sites; and/or offer opportunities to some or all users of the Sites. You agree that BA shall not be liable to you or to any third party for any modification, suspension or discontinuance of any of the Sites, in whole or in part, or of any Service, content, feature or product offered through the Sites. Your continued use of a Site after such changes will indicate your acceptance of such changes.

While we make reasonable efforts to provide accurate and timely information about BA on the sites, you should not assume that the information provided is always up-to-date or that the sites contain all the relevant information available about BA.

You shall not use the said site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You shall not use the Site in any manner that could damage, disable, overburden, or impair any BA's server, or the network(s) connected to any BA server, or interfere with any other party's use and enjoyment of any Site. You shall not attempt to gain unauthorized access to any Services, other accounts, computer systems or to any of the Services, through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site.

You represent that you are **a responsible adult (18 years or above)** and you shall be solely responsible for all Content that you upload post or otherwise transmit.

#### **1.0 Intellectual Property.**

Subject to your compliance with the terms and conditions of this Agreement, BA hereby grants you a non-exclusive, non-transferable, revocable, limited right to access, display to use the Sites. The materials accessible on the Sites, including without limitation, text, images, photographs and the general design of the Sites (collectively, "**Materials**"), are protected by trade dress, copyright, patent, moral rights, trademark and other laws relating to intellectual property and other proprietary rights, and are solely and exclusively owned by BA and its licensors. The Materials

may not, except under written license from an authorized representative of BA, be copied, reproduced, transmitted, displayed, performed, distributed, rented, sublicensed, altered, stored for subsequent use, or otherwise used, in whole or in part, in any manner whatsoever, except to the extent that such use is authorized under Indian copyright and other relevant laws. You hereby acknowledge and agree that, by and between the you and BA, BA owns all right, title and interest in and to the Sites and the Materials, and all rights in and to the Sites and the Materials not expressly granted in this Agreement are reserved to BA and no additional licenses are granted or implied hereunder.

The trade names, trademarks and service marks owned by BA, whether registered or unregistered, may not be used in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the Sites should be construed as granting, by implication, estoppels or otherwise, any license or right to use any of BA trade names, trademarks or service marks without BA's express prior written consent.

## **2.0 Required Conduct.**

BA requires that you hereby agree to follow the following basic rules of conduct when using any of the Sites:

- You will not post, transmit, or otherwise make available, through or in connection with the Sites:
  - Anything that is or may be (a) threatening, harassing, degrading or hateful; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent or otherwise objectionable; or (e) protected by copyright, trademark or other proprietary right without the express prior consent of the owner of such right.
  - Any material that would give rise to criminal or civil liability or that encourages conduct that constitutes a criminal offense.
  - Any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation.
- You will follow the terms and conditions of this Agreement and all applicable laws, and you will not use any Site for any fraudulent or unlawful purpose;
- You will only provide truthful and accurate information;
- You will not interfere or interrupt, or attempt to interfere or interrupt, the operation of the Sites in any way;
- You will not impersonate any person or entity, or misrepresent a relationship with any person or entity, including without limitation, misrepresenting a relationship with BA;
- You will not post, transmit, or otherwise make available, through or in connection with the Sites or email to BA any content that contains any viruses, cancel bots, Trojan horses, or other harmful code designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
- You will not reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the Sites or the Materials;
- You will not send, submit or otherwise post any work, idea, creative material, concept or other information on or through the Sites;
- You will not search, mine or link any data or information to or through the Sites without the prior written consent of a duly authorized representative of BA;
- You will not forge header information or otherwise manipulate identifiers in electronic communications to disguise the origin of any such communication sent to the Sites;
- You will not modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Sites or any of the software used to provide the Sites;
- You will not obtain, collect, store or modify personal information about other users or visitors to the Sites;

- You will not restrict or inhibit any other person from using any Site (including by hacking or defacing any portion of a Site);
- You will not use any Site to advertise or offer to sell or buy any goods or services without BA's express prior written consent;
- You will not remove any copyright, trademark or other proprietary rights notices from the Sites or materials originating from the Sites;
- You will not frame or mirror any part of a Site without BA's express prior written consent;
- You will not create a database by systematically downloading and storing all or any of the Sites content; and
- You will not use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way reproduce or circumvent the navigational structure or presentation of the Sites, without BA's express prior, written consent.

If You violate any of the guidelines set forth above, or any other aspect of this Agreement, without limiting BA's other rights and remedies, BA may immediately terminate this Agreement and your limited right to enter, display and use any or all of the Sites without giving you any notice. BA reserves the right to investigate and prosecute violations of any of the above to the fullest extent of the law. BA may involve and cooperate with law enforcement authorities in prosecuting users who violate this Agreement.

### **3.0 Passwords and Security.**

You may choose or be given a user name and password to use in connection with the Sites. With respect to any such user name that you choose, BA may refuse to grant you, and you may not use, a user name (or e-mail address) that is already being used by someone else; that may be construed as impersonating another person; that belongs to another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion.

You agree that you will not share your user name or password with any other person and it is your sole responsibility to maintain and keep all user names and passwords confidential. Furthermore, you are solely responsible for any and all activities that occur under your account, and hereby authorize BA to assume that any activity conducted on a Site using your user name and password was conducted by you. You shall immediately notify BA in writing of any unauthorized use of any account or any other breach of security. BA reserves the right to monitor your account and shall have the right at any time, with or without prior notice to you, to require you to change your user name or password for any or no reason.

### **4.0 User Postings.**

BA and/or our third party service provider(s) may make available through the Sites services (for example, message boards, chat functionality and blogs, among other services) to which, subject to the Section below, you are able to post information and materials. For any permitted information and/or materials you submit through such services, or otherwise to a Site (each, a "**Posting**"), you grant to BA and its designees a worldwide, non-exclusive, transferable, royalty-free, perpetual, irrevocable right and license, without compensation to you: (a) to use, reproduce, distribute, adapt (including without limitation edit, modify, translate, and reformat), create derivative works of, transmit, publicly display, publicly perform and digitally perform such Posting, in any media now known or hereafter developed, for BA's business purposes, and (b) to sublicense the foregoing rights, through multiple tiers, to the maximum extent permitted by applicable law. For each Posting, you represent and warrant that you have all rights necessary for you to grant the licenses granted in this section, and that such Posting, and your provision thereof to and through a Site, comply with all applicable laws, rules and regulations. No User Posting

shall be subject to any obligation of confidentiality of BA and BA shall not be liable for use or disclosure of any User Posting.

You acknowledge and agree that: (a) BA reserves the right (but has no obligation) to evaluate each Posting before allowing it to be posted on a Site; and (b) We may do one or all of the following, at our discretion: (i) monitor Postings; (ii) alter, remove, or refuse to post or allow to be posted any Posting; and/or (iii) disclose any Postings, and the circumstances surrounding their transmission, to any third party in order to operate the Sites; to protect BA its subsidiaries, affiliates and related entities, and their respective officers, directors, employees, agents, successors and assigns, and the Sites' users and visitors; to comply with legal obligations or governmental requests; to enforce this Agreement; or for any other reason or purpose.

Information on the Sites may be provided both by BA and by third party visitors to the Sites. Please note that Site visitors may post messages or make statements on the Sites that are inaccurate, misleading or deceptive. BA neither endorses nor is responsible for any opinion, advice, information or statements made on the Sites by third parties. Without limitation, BA is not responsible for any information or materials made available through any Site (including without limitation errors or omissions in postings or links or images embedded in messages) or results obtained by using any such information or materials. Under no circumstances will BA its subsidiaries, affiliates and related entities, and their respective officers, directors, employees, agents, successors and assigns, be liable to you or any third party claiming through you for any loss or damage caused by your reliance on such information or materials. The opinions expressed on the Sites reflect solely the opinions of the individuals who submitted such opinions, and may not reflect the opinions of BA.

In addition, BA has no control over, and shall have no liability for, any damages resulting from, the use (including without limitation republication) or misuse by any third party of information voluntarily made public through any part of the Sites. If you choose to make any of your personally identifiable or other information publicly available on the site, you do so at your own risk.

## **5.0 Unsolicited Submissions.**

BA does not accept unsolicited submissions of any work, idea, creative material, concept, or other information, and BA assumes no obligation, either express or implied, with respect to any work, idea, creative material, concept, or other information submitted by you. In the event that You submit any work, idea, creative material, concept, or other information to BA in violation of the previous sentence (each, an "**Unsolicited Submission**"), you hereby grant to BA (and its subsidiaries, affiliates and related entities) the free and unfettered, worldwide, non-exclusive, sub-licensable (through multiple tiers of sub-licensees), assignable (in whole or in part, including sub-assignments), transferable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute, create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale, import and use and exploit in any way your Unsolicited Submission in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without compensation to you or any provider, author, or owner of the Unsolicited Submission. No Unsolicited Submission shall be subject BA to any obligation of any kind, including without limitation, confidentiality, attribution, compensation, or otherwise, and BA shall not be liable for any exploitation, use, or disclosure of any Unsolicited Submission. You hereby agree that no confidential or fiduciary relationship is intended or created by reason of the submission of any Unsolicited Submission by you. You hereby release BA and its subsidiaries, affiliates and related entities, and their respective officers, directors, employees, agents, successors, licensees, distributors and assigns, to the maximum extent allowable by law, of and from, and irrevocably waive, any and all claims, costs, demands, liabilities, fees, penalties and other expenses of any kind whatsoever, known or unknown, that may exist or arise relating to, arising out of, or in

connection with the Unsolicited Submission and/or BA's use or disclosure of the Unsolicited Submission.

## **6.0 Privacy Policy Statement.**

Any information that BA may collect from you during your use of a Site is subject to our Privacy Policy. For the full text of our Privacy Policy that is incorporated herein by this reference please click here **Privacy Policy**.

## **7.0 Purchases.**

If you wish to purchase any product or service made available through the Sites (each such purchase, a "**Transaction**"), You may be asked to supply certain information relevant to your Transaction, including without limitation your credit card number, the expiration date of your credit card, your billing address, and your shipping information. You represent and warrant that you have the legal right to use any credit card(s) or other payment means used to initiate any transaction. Any such information provided through the Sites will be treated by BA in accordance with the Privacy Policy. By submitting such information, you grant BA the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction. You agree to pay all charges that may be incurred by you or on your behalf through the Sites, at the price(s) in effect when such charges are incurred, including without limitation all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

Descriptions and images of, and references to, products or services on the Site do not imply BA's endorsement of such products or services. BA reserves the right, with or without prior notice, to change such descriptions, images, and references; to limit the available quantity of any product or service; to honor, or impose conditions on the honoring of, any coupon, coupon code, promotional code or other similar promotions; to bar any user from making any or all Transaction(s); and/or to refuse to provide any user with any product or service. Price and availability of any product or service offered through the Site are subject to change without notice. Refunds and exchanges will be subject to BA's refund and exchange policies then in effect.

## **8.0 Rules for Promotions and Sweepstakes.**

Any sweepstakes, contests, raffles or similar promotions (collectively, "**Promotions**") made available through any of the Sites may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. BA urges you to review any applicable rules (any such rules will be linked to the particular Promotion), and to review our Privacy Policy which, in addition to this Agreement, governs any information you submit in connection with such Promotions. To the extent that the terms and conditions of such rules conflict with the terms and conditions of this Agreement, the terms and conditions of such rules shall control.

## **9.0 Links to Other Sites.**

BA may provide links from or to other web sites maintained by third parties ("linked sites"). You acknowledge that, when you click on a link to visit a linked site, a frame may appear that contains the BIG Animation logo, advertisements and/or other content selected by BIG Animation (I) Private Limited.

BA has not reviewed or endorsed these linked web sites, and you hereby acknowledge and agree that BA shall not be responsible for the content, products, or services offered on such web sites. To the extent applicable, you are responsible for compliance with all applicable laws regarding content, products, or services obtained from the Sites or any linked web sites. You acknowledge and agree that BA does not endorse such sites, and BA is not and shall not be responsible or liable for any links from those sites to a Site, any content, products or other materials available on or through such other sites, or any loss or damages incurred in connection therewith.

You agree that your use of third-party web sites and resources, including without limitation, your use of any content, information, data, advertising, products, or other materials on or available through such web sites and resources, is at your own risk and is subject to the terms and conditions of use applicable to such sites and resources.

BA shall have the right, at any time and in its sole discretion, to block links to the Site through technological or other means without prior notice.

## **10.0 Equal Employment Opportunity Statement.**

BA provides equal opportunity to all employees and applicants without regard to race, color, religion, age, ancestry, gender, sexual orientation, national origin, physical or mental disability, veteran status, marital status, or any other characteristic protected by applicable law.

## **11.0 No Employment Guarantee.**

By permitting you to use the Sites or email information to BA, BA makes no guarantee or promises that you will be granted an interview, achieve job placement, that any employment or position is available, or that You will be placed in a job of your preference.

## **12.0 Portfolio/Reel Submissions Specifically Requested by BA.**

BA may specifically request that you submit your portfolio, reel, or other work (each, a "Portfolio") for consideration of employment. In the event that you submit your Portfolio as requested, You hereby acknowledge and agree that you will not receive any compensation for submitting your Portfolio; that you are submitting the Portfolio voluntarily (and not in confidence or trust); that no confidential or fiduciary relationship is intended or created by reason of the submission of the Portfolio or otherwise; and that the Portfolio (and any individual element in the Portfolio) may be identical with or similar to material that is or may be in development at BA. You agree that you understand that the purpose of this policy and these terms is to avoid the possibility of future misunderstandings or disputes when projects developed independently by BA might appear to be similar to others' creative works.

Nothing herein, or the submission of the Portfolio, shall place BA in any different position from any other member of the public with respect to the Portfolio. Accordingly, any part of the Portfolio that could be freely used by a member of the public may be used by BA without liability to You or any third-party claiming rights from or through you. You hereby acknowledge and agree that BAs' use of material similar to or identical with the Portfolio, or containing features or elements similar

to or identical with those contained in the Portfolio, shall not obligate BA to negotiate with you, nor entitle you to any compensation or other entitlement, if BA determines, in its sole and absolute discretion, that BA has an independent legal right to use such other material (for example, because such features or elements were not new or novel, were not originated by You, or were or may hereafter be independently created by or submitted to BA).

Without limiting the foregoing, you hereby release BA and its subsidiaries, affiliates and related entities, and their respective officers, directors, employees, agents, successors and assigns, to the maximum extent allowable by law, of and from any and all claims, losses, damages, costs, demands, liabilities, fees, penalties and other expenses of every kind whatsoever, known or unknown, that may exist or arise in relation to or in connection with the Portfolio by reason of any claim now or hereafter made by or through You or on your behalf (even though You realize that such might be based on facts or circumstances not now known or suspected by You to exist, which if known or suspected, would have materially affected BA decision to read or consider the Portfolio).

BA has no obligation to read or consider the Portfolio or to return the Portfolio to You. You assume full responsibility for any loss of the Portfolio for any reason while in BA' possession or otherwise.

### **13.0 No Representations and Warranties.**

The sites and the materials are provided to you "as-is" without any representation, warranty, guarantee, or promise of any kind whatsoever, either express, implied, statutory, or otherwise, including without limitation, any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement. Your use of the sites and the materials is at your own risk. Although BA strives to keep the sites and the materials up-to-date, they may contain inaccurate, incomplete, or out-of-date information. BA assumes no responsibility for errors or omissions on the sites or in the materials, and makes no commitment to update such information. Your sole and exclusive remedy for issues relating to, arising out of, or in connection with the use of the sites or the materials shall be to discontinue using the sites. You hereby acknowledge and agree that BA shall not be liable to you or to any third party for any and all losses, damages, liabilities, costs, penalties, fees, or other expenses of any kind related to, arising out of, or in connection with the sites or the materials. Any material downloaded or otherwise obtained through the use of the sites is accessed at your own discretion and risk, and you shall be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

### **14.0 Limitation of Liability.**

To the fullest extent allowed by applicable law, you hereby release BA, its subsidiaries, affiliates and related entities, and their respective officers, directors, employees, agents, successors and assigns, of and from, and irrevocably waive, any and all claims (including without limitation, claims for actual, indirect, incidental, special, consequential, punitive, or exemplary damages, actual attorneys' fees and costs, and claims for interest), even if BA is or has been advised of the possibility of such damages, related to, arising out of, or in connection with (directly or indirectly), your use of (or inability to use) any of the sites or the materials, your violation of this agreement, or the violation of the rights of any third-party.

In no event shall BA's total aggregate liability to you or to any third party related to, arising out of, or in connection with this agreement, the sites, and/or the materials, exceed Rupees One Thousand Only.

## **15.0 Indemnity.**

You understand that you are personally responsible for your behavior while on the sites and agree to indemnify, defend and hold BA its subsidiaries, affiliates and related entities, and their respective officers, directors, employees, agents, successors and assigns, harmless from and against any and all claims, losses, damages, liabilities, costs, penalties, fees, or other expenses of any kind (including without limitation, actual attorneys' fees and costs and claims for interest) that BA may incur in connection with any third-party claim related to, arising out of, or in connection with your use of any of the sites or the materials, your violation of this agreement, or the violation of the rights of any third-party.

## **16.0 Legal Disclaimer.**

The information, software, products and services included in or available through the BIG Animation sites/services may include interruptions, inconsistencies, errors, inaccuracies or typographical errors. Changes are periodically made to the BIG Animation sites/services and to the information therein. BIG Animation (I) Pvt. Ltd and/or its respective suppliers may make improvements and/or changes in the BIG Animation sites/services at any time. Information and advice stated or received via the BIG Animation sites/services should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

BIG Animation (i) Private Limited and/or its respective suppliers make no representations and warranties about the suitability, reliability, availability, timeliness, lack of viruses or other harmful components and accuracy of the information, software, products, services and related graphics contained within the BIG Animation sites/services for any purpose. All such information, software, products, services and related graphics are provided "as is" without warranty of any kind. BIG Animation (I) Private Limited and/or its respective suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement.

You specifically agree that BIG Animation (I) Private Limited shall not be responsible for unauthorized access to or alteration of your transmissions or data, any material or data sent or received or not sent or received, or any transactions entered into through a BIG Animation service. You specifically agree that BIG Animation (I) Private Limited is not responsible or liable for any threatening, defamatory, obscene, offensive or illegal content or conduct of any other party or any infringement of another's rights, including intellectual property rights. You specifically agree that BIG Animation (I) Private Limited is not responsible for any content sent using and/or included in a BIG Animation (I) Private Limited site/service by any third party.

In no event shall BIG Animation (I) Private Limited and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the BIG Animation sites/services, with the delay or inability to use the BIG Animation sites/services or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the BIG Animation sites/services, or otherwise arising out of the use of the BIG Animation sites/services, whether based on contract, tort, negligence, strict liability or otherwise, even if BIG Animation (I) Private Limited or any of its suppliers has been advised of the possibility of damages. BIG Animation (I) Private Limited does not endorse in anyway any advertisers/ contents of advertisers on its web-pages. Please therefore verify the veracity of all information on your own before undertaking reliance and acting thereupon. BIG Animation (I) Private Limited shall not be responsible nor liable for any consequential damages arising on account of your relying on the contents of the advertisement.



BIG Animation (I) Private Limited reserves the right to disclose any personal information about you or your use of the BIG Animation sites/services, including its contents, without your prior permission if BIG Animation (I) Private Limited has a good faith belief that such action is necessary to: (1) conform to legal requirements or comply with legal process; (2) protect and defend the rights or property of BIG Animation (I) Private Limited or its affiliated companies; (3) enforce the terms or use; or (4) act to protect the interests of its members or others. BIG Animation (I) Private Limited's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of BIG Animation (I) Private Limited right to comply with governmental, court and law enforcement requests or requirements relating to your use of the BIG Animation sites/services or information provided to or gathered by BIG Animation (I) Private Limited with respect to such use.

### **17.0 Governing Law.**

The laws of India shall govern any claims related to, arising out of, or in connection with any use of the Sites or the Materials. You and BA hereby expressly and irrevocably consent to the exclusive personal jurisdiction and venue of Pune, India for any claim arising out of, related to, or in connection with this Agreement, the Sites or the Materials.

### **18.0 Jurisdictional Issues.**

The Sites are controlled and operated by BA from India and are not intended to subject BA to the laws or jurisdiction of any state, country or territory other than that of the India. BA does not represent or warrant that the Sites or any part thereof are appropriate or available for use in any particular jurisdiction. Those who choose to access the Sites do so on their own initiative and at their own risk, and are responsible for complying with all local laws, rules and regulations. Use of the BIG Animation sites/services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You are also subject to India export controls and are responsible for any violations of such controls, including without limitation any India embargoes or other federal rules and regulations restricting exports. We may limit the Sites' availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

### **19.0 Severability.**

This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, BA shall add as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provisions as may be possible to be valid and enforceable.

### **20.0 No Injunctive Relief.**

You hereby irrevocably waive any right to seek and/or obtain rescission, equitable and/or injunctive relief related to BA or any of its subsidiaries', affiliates', or related entities' production, distribution, license and/or exploitation of any of their motion pictures, television shows, commercials and/or other content; and your exclusive remedy in connection therewith shall be an action for damages.

### **21.0 Independent Contractors.**

You and BA are independent contractors and are not and shall not be deemed to be the legal representative or agent of the other for any purpose whatsoever, and neither you nor BA is authorized by the other to transact business, incur obligations (either express or implied), bill

goods, or otherwise act in any manner, in the name or on behalf of the other, or to make any representation, warranty, guarantee or other promise in the name or on behalf of the other, except as expressly permitted in this Agreement.

## **22.0 Entire Agreement.**

This Agreement constitutes the entire agreement by and between you and BA pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of you and BA. This Agreement may not be amended, nor any obligation waived. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof.

## **23.0 Termination.**

This Agreement can be terminated at any time by BA for any or no reason whatsoever with or without prior notice to You. In the event that BA terminates this Agreement, your limited right to enter, display and use the Sites and the Materials shall immediately terminate, and BA may immediately deactivate or delete your password and user name (if any), and all related information and files associated with them, and/or bar any further access to such information or files. You agree that BA shall not be liable to you or any third party for any termination of your access to the Sites or to any such information or files, and shall not be required to make such information or files available to you after any such termination.

## **27.0 Contact Us.**

If you have any questions about this Agreement, the Sites, or the Materials, please: (1) email BA at [reachus@biganimation.com](mailto:reachus@biganimation.com); or (2) write to BA (and include your email address) at BIG Animation (I) Pvt. Ltd. 3<sup>rd</sup> Floor, Muttha Towers, Don Bosco School Road, Yerwada, Pune - 411006 Attention: BIG Animation - Web Contact.