

TERMS AND CONDITIONS FOR QUARK-U BRAND AMBASSADOR PROGRAM

TERMS AND CONDITIONS FOR QUARK-U BRAND AMBASSADOR PROGRAM (CONTEST)

(Please read this carefully if you are buying a Souvenir with "Quark U" brand and participating in QUARK-U BRAND AMBASSADOR PROGRAM)

By participating in the "QUARK-U BRAND AMBASSADOR PROGRAM" contest, you are AGREEING to all of the following Terms and Conditions. If you do not agree to or do not understand any of the language in this Agreement, then we ask that you please refrain from signing up, or participating. The responsibility rests on you to completely understand any and all terms before registering for this contest.

1) DEFINITIONS

The following terms will have the meanings specified below.

CONTEST: A contest is defined as a promotion where entries involve an element of commitment, interest & liking, and winners are chosen on the merit of their entry.

BRAND AMBASSADOR: Refers to a person who has been selected by Greendzine Tech, in its discretion through its online registration process, to act as a promoter of the Quark U brand via the Ambassador program

REWARD POINTS: Are points which a user can collect following each purchase of the Souvenir that they make on www.greendzine.in or www.greendzine.org website. As it usually goes, higher value purchases will earn you more points than smaller value purchases

BRAND SOUVENIR: Refers to the list of Quark U branding items that a contest participant can buy from the official website of Greendzine Tech: www.greendzine.in (or) www.greendzine.org

PARTICIPANT: Refers to the individual who is currently entering the "QUARK-U BRAND AMBASSADOR PROGRAM" contest through the online purchase of Brand Souvenir from Greendzine Tech official page: www.greendzine.in (or) www.greendzine.org

2) PROGRAM SCOPE

Upon your selection as an Ambassador by Greendzine Tech (GDT), you become an important part of the Greendzine team. GDT is relying upon you, and you agree, to actively promote Quark U™ in India. You agree, at all times during your participation in the Program and performance of Promotional Activities to comply with these Brand Ambassador Terms and Conditions (which are deemed to supersede and replace any prior terms and conditions provided to you with respect to the Program), together with any subsequent written agreement signed by you and GDT (if any), the GDT

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Terms of Use and Privacy Policy posted on its website, product labels for the GDT Products, and other GDT policies, procedures and guidelines provided to you from time to time (collectively, the "Ambassador Terms").

3) ENROLLMENT

By registering yourself on our website & by purchasing the Brand souvenir you are automatically enrolled for the contest

4) ELIGIBILITY CRITERIA

You must satisfy the following eligibility criteria from the date you have registered yourself and throughout your participation in the Program if you are selected to become an Ambassador. Upon request of Greendzine Tech at any time, you may be required to provide documentary evidence showing that you satisfy these criteria. If you are unable to produce such evidence, you will be discharged from the Program immediately. You represent, warrant and covenant to Greendzine Tech that you meet the following criteria:

- You have read, understood, and agreed to be bound by the Ambassador Terms.
- You should be a STUDENT or ENTREPRENEUR or EMPLOYEE or HOME MAKER OR SELF EMPLOYED
- Participation in this contest is purely voluntary.
- You are 18 years of age or older.
- You reside in India.
- You are authorized to work in India.
- You are free from any medical conditions and are otherwise cleared by your doctor to participate in this contest.
- Souvenir purchase is necessary for participation in the Competition.
- You need to be active on social media network and have a minimum of 500 followers

5) PROMOTIONAL ACTIVITIES

Once you are selected as an Ambassador, you agree to use your best efforts to frequently engage in Promotional Activities of the media content which has been approved by Greendzine Tech. All Promotional Activities must be conducted in a manner that is consistent with the Brand image, code of conduct as outlined on the company website and any marketing or promotional materials provided by GDT from time to time. Promotional Activities include, without limitation, the following:

- Posting photo and video content promoting the Quark U Product as GDT may request from time to time ("Content");
- Communicating, networking and/or collaborating with social media influencers, GDT social media followers and customers, and any other individuals requested by GDT, to promote Quark U

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- Attending events, including without limitation, photo and video shoots, appearances ad campaign, designated events, and any other appearance(s) upon request of GDT (collectively, "Appearances").

6) USE OF CONTENT

You agree that GDT may post, re-post, upload and/ or use any and all of the Content in its advertising, in emails, on its sales pages including, without limitation, on its website and on social media outlets (including but not limited to the Approved Media) at its discretion, in perpetuity, with or without notice or compensation.

7) AMBASSADOR RESPONSIBILITIES

You acknowledge and agree that you are responsible for:

- Any and all activity undertaken in connection with your participation in the Program
- Conducting yourself at all times with the highest degree of professionalism
- Behaving in a legal, ethical and business-like manner and maintaining the highest standards of integrity, honesty and responsibility in your dealings with Greendzine Tech, its staff, customers and sales representatives;
- Presenting and demonstrating Greendzine Products in a positive, truthful and sincere manner;
- Including any product disclaimer or other language provided by Greendzine Tech with respect to GDT Products in any and all of your Content as directed by GDT; and
- Providing your honest and truthful personal experiences with using any Greendzine Product in your Content

8) PROHIBITIONS/ RESTRICTIONS

Ambassador is expressly prohibited from taking any of the following actions, each of which shall be a material breach of the Ambassador Terms:

- Purchasing followers and/ or likes;
- Making any representations, claims or promises on behalf of GDT, other than those contained in GDT's official marketing and promotional materials (i.e. GDT website);
- Promoting GDT Products through unsolicited or Spam communications (including via emails, direct messages, posting comments, any platform);
- Engaging in, promoting, contributing to, or creating a platform for offensive, sexually explicit or distasteful materials, inappropriate images or video, violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age, or of any Content that is unlawful, harmful, threatening, defamatory, obscene, harassing or otherwise objectionable to Greendzine Tech in GDT's sole discretion;
- Transmitting messages or images inconsistent with the positive images and/or goodwill of Greendzine Tech;

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- Engaging in any activity that may divert commissions from other participants in the Program;
- Engaging in any activity that violates or breaches GDT's or any third party's legal rights;
- Engaging in any advertising or marketing practices that are deceptive, misleading or fraudulent, including using Spam or sending unsolicited commercial email or direct messages, posting commercial messages or I discount code to any forum that prohibits the same or on any account's posts (including GDT's);
- Presenting GDT's banners, images or videos as if they are your own or any other site's (which is usually referred to as copyright or trademark infringement, and is illegal);
- Posting, directly or indirectly or transferring Ambassador's promotional code or another GDT ambassador's benefits to others or on any website, including, without limitation Grabon.in, Coupons.com etc.;
- Using any promotional coupon or code that is not provided to Ambassador by Greendzine Tech for the Program, or running any ad with any of the Greendzine Tech URLs offering brand ambassador benefits/commissions;
- Reading, intercepting, recording, redirecting, interpreting or filling in the contents of any electronic form or other materials submitted to GDT by any person or entity; and
- Selling or reselling any of the GDT Products, or offering a cash incentive or discount on GDT Products as a means of promotion that is not within the context of the Program.

9) TERMINATION

The term of the Ambassador Terms shall begin upon you purchasing the souvenir and continue unless earlier terminated. The Ambassador Terms may be terminated by GDT immediately at any time and for any or no reason, upon GDT's written notice to you; and by you upon thirty (30) days written notice to GDT. Such termination constitutes your termination from the Program; you will be disqualified from receiving any further discounts, recognition, communication from GDT; you must stop making any representations, publicly or privately, in which you could be construed as representing GDT or GDT Products. The obligations related to Confidential Information will continue for 5 years after the termination of the Ambassador Terms.

10) INTELLECTUAL PROPERTY

All GDT trade names, trademarks, logos, slogans, domain names, trade dress, coupons, hypertext links, promotional codes, designs, works of authorship, and other advertising and marketing material (collectively, the "GDT Intellectual Property") is the property of GDT, and you agree not to use such GDT Intellectual Property except in the form provided to you through the Program, and solely for the purpose and in the manner specifically authorized by GDT. Unless and only to the extent explicitly authorized by GDT, you agree not to modify any GDT Intellectual Property or use any

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modified or derivative version of any GDT Intellectual Property. Unless and only to the extent explicitly authorized by GDT, you agree not to purchase, use or register any domain name, or any social media profile name, handle, or moniker, that comprises or incorporates any GDT Intellectual Property or any variations, derivatives or misspellings thereof. You agree not to publish, host, or promote any GDT Intellectual Property or other material that misrepresents your relationship with GDT or implies that you are an official site, authorized dealer, or otherwise especially connected with or sponsored by GDT.

You agree that any and all content, photos, videos, pictures, writings, other work product and/ or works of authorship generated as part of the content or otherwise related to the work that you do for GDT (collectively, the "Content") shall be the sole and exclusive property of GDT, and you irrevocably assign to GDT all right, title and interest in any Content that you create, or to which you contribute, including all intellectual property rights contained therein. You acknowledge and agree that all Content is deemed specially requested by GDT (whether or not actually requested). You acknowledge and agree that GDT is expressly authorized to use your name, likeness, voice, signature, photograph, image, distinctive appearance, gestures or mannerisms as part of any Content, such use will not constitute an infringement of any of your rights, and all your rights relating to or embodied in any Content are hereby waived

11) CONFIDENTIAL INFORMATION

Greendzine Tech may disclose to your confidential or proprietary information and trade secrets from time to time (collectively, "Confidential Information"). GDT's Confidential Information includes, without limitation, all non-public or proprietary information and GDT's Intellectual Property, including, but not limited to specifications, design and other proprietary information relating to the GDT's Products, sales figures, software passwords, customers, names and contact information, event format, presentation content, inventions, financial information, business plans, business processes, marketing plans, marketing strategies, marketing copy, financial projections, personal information of employees and agents, sponsorship strategies, relationships with vendors, technical data, software designs, drawings, specifications, models, source code, documentation, diagrams, flow charts, inventions, techniques, marketing and other future plans. You agree to hold all Confidential Information in the strictest confidence and not to disclose the Confidential Information to any third party. You agree that GDT is (and will remain) the sole and exclusive owner of all right, title and interest in and to the Confidential Information, and all GDT Intellectual Property. You agree not to use GDT's Confidential Information for any purpose except in the performance of your obligations under the Ambassador Terms.

12) INDEMNITY

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You will at all times defend, indemnify and hold harmless GDT (including, without limitation, all related and affiliated entities and their respective directors, officers, shareholders, agents, and representatives) from and against any and all claims of whatever nature, including without limitation: (i) any violation of Law committed by you or your agents, your family, relatives or any acquaintance; and/ or (ii) your participation in the Program, and/ or your breach of any obligation, representation or warranty set forth in the Ambassador Terms. Your obligation to indemnify and defend GDT as set forth in this Section shall include reimbursement of any and all legal fees and related costs and expenses incurred by GDT in connection with any such claim.

13) LIMITATION OF LIABILITY

GDT WILL NOT BE LIABLE TO YOU UNDER ANY LEGAL OR DIRECT, OR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR GOODWILL OR ANTICIPATED PROFITS OR LOST BUSINESS), EVEN IF GDT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL GDT CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO YOUR PARTICIPATION IN THE PROGRAM, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHER LEGAL CLAIM.

This Agreement shall be governed by and construed in accordance with Indian law. Any dispute, controversy, or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, or the legal relationships established by this Agreement ("Dispute"), shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended (the "Act"), and the procedure to be followed shall be as laid out in the Act. The venue for Arbitration will be Bangalore. The Arbitral Award shall be final and binding on the parties.