**Terms of Service**

*Last updated: JAN 2021*

**General Terms**

**1. Your Relationship with Us**

Welcome to Celebfie (the “Platform”), which is provided by The Tech Tigers Holding FZ LLC. Celebfie is it’s registered brand for providing and promoting all the supported services. Please accordingly read “Celebfie”, “we” or “us”. Celebfie, at its sole discretion, may assign or transfer its rights in the Services and the content to any other entity which The Tech Tigers Holding FZ LLC is part of or acquired by.

You are reading these terms of service (the “Terms”), which is an electronic contract recognised under the provisions of the Information Technology Act 2000 read along with the rules prescribed thereunder, and thereby governs the relationship and serve as an agreement between you and us and set forth the terms and conditions by which you may access and use the Platform and our related websites, services, applications, products and content (collectively, the “Services”). Our Services are provided for commercial use. For purposes of these Terms, “you” and “your” means the celebrities and/or their managing teams or anyone who they have given the access to using our Platform on their behalf.

The Terms form a legally binding agreement between you and us, and hence, please take the time to read them carefully. By using our Services, you state that:

(a) you are legally capable of forming a binding contract;

(b) your account has not been previously disabled for breach of our Terms or Policies or Standards; and

(c) you will comply with these Terms and all applicable domestic and international laws and regulations.

**2. Accepting the Terms**

By accessing or using our Services, you confirm that you can form a binding contract with Celebfie, that you accept these Terms and that you agree to comply with them. Your access to and use of our Services is also subject to our Privacy Policy, the terms of which can be found directly on the Platform, or where the Platform is made available for download, on your mobile device’s applicable app store, and are incorporated herein by reference. By using the Services, you consent to the terms of the Privacy Policy.

If you are accessing or using the Services on behalf of a business or entity, then

(a) “you” and “your” includes you and that business or entity, and all parties and/or individuals representing you.

(b) you represent and warrant that you are an authorized representative of the business or entity with the authority to bind the entity to these Terms, and that you agree to these Terms on the entity’s behalf, and

(c) your business or entity is legally and financially responsible for your access or use of the Services as well as for the access or use of your account by others affiliated with your entity, including any employees, agents or contractors.

You can accept the Terms by accessing or using our Services. You understand and agree that we will treat your access or use of the Services as acceptance of the Terms from that point onwards.

**3. Changes to the Terms**

We amend these Terms from time to time, for instance when we update the functionality of our Services, when we combine multiple apps or services operated by us or our affiliates into a single combined service or app, or when there are regulatory changes. We will use commercially reasonable efforts to generally notify all users of any material changes to these Terms, such as through a notice on our Platform, however, you should look at the Terms regularly to check for such changes.

**4. Your Account with Us**

To access or use our Services, you must create an account with us. When you create this account, or The celebfie team helps you create the account you agree to provide accurate and up-to-date information. It is important that you maintain and promptly update your details and any other information you provide to us, to keep such information current and complete.

It is important that you keep your account password confidential and that you do not disclose it to any third party. If you know or suspect that any third party knows your password or has accessed your account, you must promptly notify us at contact@celebfie.com.

You agree that you are solely responsible (to us and to others) for the activity that occurs under your account. When creating an account, you must provide accurate information about yourself and create only one account for strictly personal purposes.

We take the protection of your privacy very seriously, and hence we accord all information related to your account with the high standards of data protection and security measures as mandated under the Information Technology Act 2000 and the rules thereunder. If you no longer want to use our Services again, and would like your account deleted, we can take care of this for you. Please contact us via contact@celebfie.com, and we will provide you with further assistance and guide you through the process. Once you choose to delete your account, you will not be able to reactivate your account or retrieve any of the content or information you have added.

**Verified Account**

We look at a number of factors when evaluating accounts to determine accounts that are in the public interest and meet our verification criteria.

Your account also needs to be:

* **Authentic**: Your account must represent a real person, registered business or entity.
* **Unique**: Your account must be the unique presence of the person or business it represents. Only one account per person or business may be verified, with exceptions for language-specific accounts. We may not verify general interest accounts.
* **Complete**: Your account must be [public](https://help.instagram.com/365041933611384) and have a bio, profile photo, into video and at least one post. Your profile can't contain "add me" links to other social media services.
* **Notable**: Your account must represent a well-known, highly searched for person, brand or entity. We review accounts that are featured in multiple news sources, and we don't consider paid or promotional content as sources for review.

Keep in mind that if you provide false or misleading information during the verification process, we will remove your verified badge and may take additional action to delete your account.

Once we review your request, you'll receive a notification letting you know if your account has been verified or not. If your request is denied, you can submit a new request after 30 days.

Keep in mind that Celebfie can remove verified badges at any time, and may take away your badge or disable your account if you:

* Advertise, transfer or sell your verified badge.
* Use your profile picture, bio or name section to promote other services.
* Attempt to verify your account through a third party.

Celebfie shall not be responsible for Users using fake account names of any of the celebrities on the Platform or impersonating any celebrity or public figure through their account on the Platform.

**5. Your Access to and Use of Our Services**

Your access to and use of the Services is subject to these Terms and all applicable laws and regulations. You may not:

* access or use the Services if you are not fully able and legally competent to agree to these Terms (not 18 years of age or above); in case you are under this age then you get any of your legal guardians to agree to these terms on your behalf;
* carry out any activity during the access or use of our Services which is unlawful, misleading, discriminatory or fraudulent in any way;
* make unauthorised copies, modify, adapt, translate, reverse engineer, disassemble, decompile or create any derivative works of the Services or any content included therein, including any files, tables or documentation (or any portion thereof) or determine or attempt to determine any source code, algorithms, methods or techniques embodied by the Services or any derivative works thereof;
* distribute, license, transfer, or sell, in whole or in part, any of the Services or any derivative works thereof;
* market, rent or lease the Services for a fee or charge;
* use the Services, without our express written consent, for any commercial or unauthorized purpose, including communicating or facilitating any commercial advertisement or solicitation or spamming except to the extent stated in these Terms;
* interfere with or attempt to interfere with the proper working of the Services, disrupt our website/application or any networks connected to the Services, or bypass any measures we may use to prevent or restrict access to the Services;
* incorporate the Services or any portion thereof into any other program or product. In such case, we reserve the right to refuse service, terminate accounts or limit access to the Services in our sole discretion;
* use automated scripts to collect information from or otherwise interact with the Services;
* impersonate any person or entity, or falsely state or otherwise misrepresent you or your affiliation with any person or entity, including giving the impression that any content you upload, post, transmit, distribute or otherwise make available emanates from the Services;
* intimidate or harass another, or promote sexually explicit material, violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
* use or attempt to use another’s account, service or system without authorisation from Celebfie, or create a false identity on the Services;
* use the Services in a manner that may create a conflict of interest or undermine the purposes of the Services, such as trading reviews with other users or writing or soliciting fake reviews;

We reserve the right, at any time and without prior notice, to remove or disable access to content at our discretion for any reason or no reason. Some of the reasons we may remove or disable access to content may include finding the content objectionable, or otherwise harmful to the Services or our users, if reported and/or flagged by the users as objectionable and harmful. Additionally, we may assign or transfer the Service to another entity or company, at our sole discretion.

**6. Intellectual Property Rights**

We respect intellectual property rights and ask you to do the same. Further, all legal right, title, interest and intellectual property in the platform and the Services, (irrespective of whether those rights are registered or not, and wherever in the world those rights may exist), belong with Celebfie. The Service and the Content is either owned by Celebfie exclusively or jointly owned by Celebfie and the Celebrity who create the Content. The Curated Content will be jointly owned by Celebfie and the celebrity creating the content.

By using our Services, you agree not to violate or infringe any copyright belonging to a third party while uploading Content on the Celebfie Platform. Celebfie shall not be responsible for any Content uploaded by the users on its Platform. If you choose to upload Content, you must ensure that such Content does not violate applicable laws or infringe third parties’ rights. The Content you submit must not violate third-party intellectual property (such as copyrighted material) unless you have permission from that party or are otherwise legally entitled to do so. You are legally responsible for the Content you submit to the Service. We may use automated systems that analyse your Content to help detect infringement and abuse, including spam and malware.

**7. Content**

**A. Celebfie Content**

Subject to the terms and conditions of the Terms, you are hereby granted a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide license to access and use the Services, including to download the Platform on a permitted device, and to upload content for the purpose of the commercial use solely in compliance with these Terms. Celebfie lets you upload content, including content ordered by your fans, connect with your fans who may order or book videos and other content from you and Celebfie will make the content available to the fans. Celebfie reserves all rights not expressly granted herein in the Services and the Celebfie content. You acknowledge and agree that Celebfie may terminate this license at any time for any reason or no reason.

You will be permitted to upload, post or transmit (such as via on-demand stream and live stream) or otherwise make available content through the Services including, without limitation, any text, photographs, user videos, sound recordings and the musical works embodied therein.

Where our Services contain 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. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We will inform you as per request placed with us by fans and accordingly, you may produce content as per the specifications intimated to you by us (“**Curated Content**”). If you agree to produce the Curated Content requested by the fan, you will be entitled to fees as mutually agreed between us. The content will be delivered through the Celebfie platform to the fans. Such Curated Content cannot be used or posted on any other platform, including as part of campaigns on TV or radio, unless agreed by us in writing. The Curated Content can be posted by the celebrities on their personal social media only to promote Celebfie and not for any commercial usage.

You grant us a royalty-free license to use your user name, image, voice, videos and likeness to identify you as the source of any of your content.

Celebfie controls whether your content is made publicly available on the Services to all other users of the Services or only available to people approved. Some of the content will be available to the fans generally and some of the content will be available through subscription of channels.

Content intended to impersonate a person or channel is not allowed on Celebfie Platform. Celebfie also enforces trademark holder rights. When a channel, or content in the channel, causes confusion about the source of goods and services advertised, it may not be allowed. If you see content that violates this policy, [please report it](https://support.google.com/youtube/answer/2802027).

Celebfie shall have the right to use the content generated by you for:

1. making it available for the fans to stream and download;
2. advertising and marketing of Celebfie;
3. for any other purpose as deemed fit by us.

**8. Indemnity**

You agree to defend, indemnify, and hold harmless Celebfie, its parents, proprietor, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents and advisors from any and all claims, liabilities, costs, and expenses, including, but not limited to, attorneys’ fees and expenses, arising out of a breach by you or any user of your account of these Terms or arising out of a breach of your obligations, representation and warranties under these Terms.

**9. EXCLUSION OF WARRANTIES**

**NOTHING IN THESE TERMS SHALL AFFECT ANY STATUTORY RIGHTS THAT YOU CANNOT CONTRACTUALLY AGREE TO ALTER OR WAIVE AND ARE LEGALLY ALWAYS ENTITLED TO AS A CONSUMER. THE SERVICES ARE PROVIDED “AS IS” AND WE MAKE NO WARRANTY OR REPRESENTATION TO YOU WITH RESPECT TO THEM. IN PARTICULAR WE DO NOT REPRESENT OR WARRANT TO YOU THAT:**

* **YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS;**
* **YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;**
* **ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; AND**
* **DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.**

**NO CONDITIONS, WARRANTIES OR OTHER TERMS (INCLUDING ANY IMPLIED TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE OR CONFORMANCE WITH DESCRIPTION) APPLY TO THE SERVICES EXCEPT TO THE EXTENT THAT THEY ARE EXPRESSLY SET OUT IN THE TERMS. WE MAY CHANGE, SUSPEND, WITHDRAW OR RESTRICT THE AVAILABILITY OF ALL OR ANY PART OF OUR PLATFORM FOR BUSINESS AND OPERATIONAL REASONS AT ANY TIME WITHOUT NOTICE**

**10. LIMITATION OF LIABILITY**

**NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT OUR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. THIS INCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR THE NEGLIGENCE OF OUR EMPLOYEES, AGENTS OR SUBCONTRACTORS AND FOR FRAUD OR FRAUDULENT MISREPRESENTATION.**

**SUBJECT TO THE PARAGRAPH ABOVE, WE SHALL NOT BE LIABLE TO YOU FOR:**

**∙ (I) ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY); (II) ANY LOSS OF GOODWILL; (III) ANY LOSS OF OPPORTUNITY; (IV) ANY LOSS OF DATA SUFFERED BY YOU; OR (V) ANY INDIRECT OR CONSEQUENTIAL LOSSES WHICH MAY BE INCURRED BY YOU. ANY OTHER LOSS WILL BE LIMITED TO THE AMOUNT PAID BY YOU TO CELEBFIE WITHIN THE LAST 12 MONTHS.**

**ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF:**

* **ANY CHANGES WHICH WE MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);**
* **THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;**
* **ANY ACTION OR CONDUCT OF ANOTHER USER;**
* **YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION;**
* **OR YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.**

**11. Other Terms**

**a. Applicable Law and Jurisdiction.** Subject to the Supplemental Terms – Jurisdiction Specific, these Terms, their subject matter and their formation, are governed by the laws of UAE. Any dispute arising out of or in connection with these Terms, including any question regarding existence, validity or termination of these Terms, shall be referred to and finally resolved by arbitration as per the provisions of The Arbitration and Conciliation Acts as applicable and any amended to it from time to time. The venue of such arbitration shall be DUBAI, UAE.

The Tribunal shall consist of a sole arbitrator. The language of the arbitration shall be English.

**b. Open Source.** The Platform contains certain open source software. Each item of open source software is subject to its own applicable license terms.

**c. Entire Agreement.** These Terms constitute the whole legal agreement between you and Celebfie and govern your use of the Services and completely replace any prior agreements between you and Celebfie in relation to the Services.

**d. No Waiver.**Our failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or right.

**e. Severability.** If any court of law, having jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms, and the remaining provisions of the Terms will continue to be valid and enforceable.

**Grievance Officer for UAE**

A compliant or other issue faced by a user of our product may be submitted through email at the below address. The complaint should provide: (i) username of the relevant account holder (ii) specific content/video that is of concern and (iii) reason(s) for such a takedown request. Celebfie also provides the feature of flagging-in app on each Content.

In accordance with Information Technology Act 2000 and rules made there under, the contact detail of the Grievance Officer is provided below:

Email: **contact@celebfie.com**