

# TERMS OF SERVICES

Last Updated 19 May 2022

## 1. Agreement to Terms

1.1 These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (you), and Pickmyad Solutions Private Limited, located at Plot No 99, IT Park, GREETA TOWERS, PICKMYAD SOLUTIONS PRIVATE LIMITED, Industrial Estate, Perungudi, Chennai, Tamil Nadu 600096 India (we, us), concerning your access to and use of the Pickmyad (<https://www.pickmyad.com>) website as well as any related applications (the Site).

The Site provides the following services: Online marketplace that connects Influencers with Brands and vice versa. (Services). You agree that by accessing the Site and/or Services, you have read, understood, and agree to be bound by all of these Terms and Conditions.

If you do not agree with all of these Terms and Conditions, then you are prohibited from using the Site and Services and you must discontinue use immediately. We recommend that you print a copy of these Terms and Conditions for future reference.



+91 90257 22041  
+91 96298 91965



[hello@pickmyad.com](mailto:hello@pickmyad.com)



Greeta Towers, Industrial Estate,  
Perungudi, Chennai, Tamil Nadu

1.2 The supplemental policies set out in Section 1.7 below, as well as any supplemental terms and conditions or documents that may be posted on the Site from time to time, are expressly incorporated by reference.

1.3 We may make changes to these Terms and Conditions at any time. The updated version of these Terms and Conditions will be indicated by an updated “Revised” date and the updated version will be effective as soon as it is accessible. You are responsible for reviewing these Terms and Conditions to stay informed of updates. Your continued use of the Site represents that you have accepted such changes.

1.4 We may update or change the Site from time to time to reflect changes to our products, our users' needs and/or our business priorities.

1.5 The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.

1.6 The Site is intended for users who are at least 18 years old. If you are under the age of 18, you are not permitted to register for the Site or use the Services without parental permission.

1.7 Additional policies which also apply to your use of the Site include:



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- Our Privacy Notice <http://pickmyad.com/privacy-policy.pdf>, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate.
- Our Cookie Policy, which sets out information about the cookies on the Site.
- If you purchase services from the Site, our terms and conditions <http://pickmyad.com/terms-of-service.pdf> will apply to the user.

## DISCLAIMER

- PickMyAd Solutions Private Limited, hereafter referred to as PickMyAd is not liable for any inaccurate/misleading information / advertisement. It is the responsibility of the end-user to research /verify/accept bonafide content. PickMyAd is not responsible for the consequences of any actions taken based on the information provided on the website. Pickmy is not responsible for any expiry of space, mismatch of slots and time duration. PickMyAd Services are available only to Advertisers and Clients who confirm all the valid and legal requirements to enter into a valid contract enforceable under the law.
- Any liability in relation to any services being offered by the PickMyAd Solutions Private Limited in accordance with the applicable laws shall be that of the Advertisers and not PickMyAd Solutions Private Limited. In case of any deficiency of service, the Client agrees to pursue any such action arising from such deficiency of service against the Advertisers and not PickMyAd Solutions Private Limited.



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## 2. Acceptable Use

2.1 You may not access or use the Site for any purpose other than that for which we make the site and our services available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

2.2 As a user of this Site, you agree not to:

- Systematically retrieve data or other content from the Site to a compile database or directory without written permission from us
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users to send unsolicited email or creating user accounts under false pretenses
- Use a buying agent or purchasing agent to make purchases on the Site
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any content or enforce limitations on the use
- Engage in unauthorized framing of or linking to the Site
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords
- Make improper use of our support services, or submit false reports of abuse or misconduct
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools



- Interfere with, disrupt, or create an undue burden on the Site or the networks and services connected to the Site
- Attempt to impersonate another user or person, or use the username of another user
- Sell or otherwise transfer your profile
- Use any information obtained from the Site in order to harass, abuse, or harm another person
- Use the Site or our content as part of any effort to compete with us or to create a revenue-generating endeavor or commercial enterprise
- Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site
- Attempt to access any portions of the Site that you are restricted from accessing
- Harass, annoy, intimidate, or threaten any of our employees, agents, or other users
- Delete the copyright or other proprietary rights notice from any of the content
- Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material that interferes with any party's uninterrupted use and enjoyment of the Site, or any material that acts as a passive or active information collection or transmission mechanism
- Use, launch, or engage in any automated use of the system, such as using scripts to send comments or messages, robots, scrapers, offline readers, or similar data gathering and extraction tools
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site
- Use the Site in a manner inconsistent with any applicable laws or regulations
- Threaten users with negative feedback or offering services solely to give positive feedback to users



- Advertise products or services not intended by us
- Falsely imply a relationship with us or another company with whom you do not have a relationship

### 3. Information you provide to us

3.1 You represent and warrant that: (a) all registration information you submit will be true, accurate, current, and complete and relate to you and not a third party; (b) you will maintain the accuracy of such information and promptly update such information as necessary; (c) you will keep your password confidential and will be responsible for all use of your password and account; (d) you have the legal capacity and you agree to comply with these Terms and Conditions; and (e) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site.

If you know or suspect that anyone other than you knows your user information (such as an identification code or user name) and/or password you must promptly notify us at [hello@pickmyad.com](mailto:hello@pickmyad.com).

3.2 If you provide any information that is untrue, inaccurate, not current or incomplete, we may suspend or terminate your account. We may remove or change a user name you select if we determine that such user name is inappropriate.

3.3 As part of the functionality of the Site, you may link your account with online accounts you may have with third party service providers (each such account, a Third Party Account) by either: (a) providing your Third Party Account login information through the Site; or (b)



allowing us to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account.

You represent that you are entitled to disclose your Third Party Account login information to us and/or grant us access to your Third Party Account without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating us to pay any fees or making us subject to any usage limitations imposed by such third party service providers.

3.4 By granting us access to any Third Party Accounts, you understand that (a) we may access, make available and store (if applicable) any content that you have provided to and stored in your Third Party Account (the “Social Network Content”) so that it is available on and through the Site via your account, including without limitation any friend lists; and (b) we may submit and receive additional information to your Third Party Account to the extent you are notified when you link your account with the Third Party Account.

Depending on the Third Party Accounts you choose and subject to the privacy settings that you have set in such Third Party Accounts, personally identifiable information that you post to your Third Party Accounts may be available on and through your account on the Site. Please note that if a Third Party Account or associated service becomes unavailable or our access to such Third Party Account is terminated by the third party service provider, then Social Network Content may no longer be available on and through the Site.

You will have the ability to disable the connection between your account on the Site and your Third Party Accounts at any time. Please note that your relationship with the third party service providers associated with your third party accounts is governed solely by your



agreement(s) with such third party service providers. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and we are not responsible for any Social Network Content.

You acknowledge and agree that we may access your email address book associated with a Third Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Site. At your email request to [hello@pickmyad.com](mailto:hello@pickmyad.com) or through your account settings (if applicable), we will deactivate the connection between the Site and your Third Party Account and attempt to delete any information stored on our servers that was obtained through such Third Party Account, except the username and profile picture that became associated with your account.

#### 4. Content you provide to us

4.1 There may be opportunities for you to post content to the Site or send feedback to us (User Content). You understand and agree that your User Content may be viewed by other users on the Site, and that they may be able to see who has posted that User Content.

4.2 In posting User Content, including reviews or making contact with other users of the Site you shall comply with our Acceptable Use Policy.

4.3 You warrant that any User Content does comply with our Acceptable Use Policy, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of this warranty.





4.4 We have the right to remove any User Content you put on the Site if, in our opinion, such User Content does not comply with the Acceptable Use Policy.

4.5 We are not responsible and accept no liability for any User Content including any such content that contains incorrect information or is defamatory or loss of User Content. We accept no obligation to screen, edit or monitor any User Content but we reserve the right to remove, screen and/or edit any User Content without notice and at any time. User Content has not been verified or approved by us and the views expressed by other users on the Site do not represent our views or values

4.6 If you wish to complain about User Content uploaded by other users please contact us at [hello@pickmyad.com](mailto:hello@pickmyad.com).

## 5. Our content

5.1 Unless otherwise indicated, the Site and Services including source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (Our Content) are owned or licensed to us, and are protected by copyright and trademark laws.

5.2 Except as expressly provided in these Terms and Conditions, no part of the Site, Services or Our Content may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.



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5.3 Provided that you are eligible to use the Site, you are granted a limited licence to access and use the Site and Our Content and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use.

5.4 You shall not (a) try to gain unauthorised access to the Site or any networks, servers or computer systems connected to the Site; and/or (b) make for any purpose including error correction, any modifications, adaptations, additions or enhancements to the Site or Our Content, including the modification of the paper or digital copies you may have downloaded.

5.5 We shall (a) prepare the Site and Our Content with reasonable skill and care; and (b) use industry standard virus detection software to try to block the uploading of content to the Site that contains viruses.

5.6 The content on the Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from taking, any action on the basis of the content on the Site.

5.7 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that Our Content on the Site is accurate, complete or up to date.



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## 6. Link to third party content

6.1 The Site may contain links to websites or applications operated by third parties. We do not have any influence or control over any such third party websites or applications or the third party operator. We are not responsible for and do not endorse any third party websites or applications or their availability or content.

6.2 We accept no responsibility for adverts contained within the Site. If you agree to purchase goods and/or services from any third party who advertises in the Site, you do so at your own risk. The advertiser, and not us, is responsible for such goods and/or services and if you have any questions or complaints in relation to them, you should contact the advertiser.

## 7. Site Management

7.1 We reserve the right at our sole discretion, to (1) monitor the Site for breaches of these Terms and Conditions; (2) take appropriate legal action against anyone in breach of applicable laws or these Terms and Conditions; (3) refuse, restrict access to or availability of, or disable (to the extent technologically feasible) any of your Contributions; (4) remove from the Site or otherwise disable all files and content that are excessive in size or are in any way a burden to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site and Services.



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7.2 We do not guarantee that the Site will be secure or free from bugs or viruses.

7.3 You are responsible for configuring your information technology, computer programs and platform to access the Site and you should use your own virus protection software.

## 8. Modifications to and availability of the Site

8.1 We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. We also reserve the right to modify or discontinue all or part of the Services without notice at any time.

8.2 We cannot guarantee the Site and Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or Services during any downtime or discontinuance of the Site or Services. We are not obliged to maintain and support the Site or Services or to supply any corrections, updates, or releases.

8.3 There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to the Services, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time, without prior notice.



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## 9. Disclaimer/Limitation of Liability

9.1 The Site and Services are provided on an as-is and as-available basis. You agree that your use of the Site and/or Services will be at your sole risk except as expressly set out in these Terms and Conditions. All warranties, terms, conditions and undertakings, express or implied (including by statute, custom or usage, a course of dealing, or common law) in connection with the Site and Services and your use thereof including, without limitation, the implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement are excluded to the fullest extent permitted by applicable law.

We make no warranties or representations about the accuracy or completeness of the Site's content and are not liable for any (1) errors or omissions in content; (2) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored on our server; (3) any interruption or cessation of transmission to or from the site or services; and/or (4) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party. We will not be responsible for any delay or failure to comply with our obligations under these Terms and Conditions if such delay or failure is caused by an event beyond our reasonable control.

9.2 Our responsibility for loss or damage suffered by you:

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. 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.



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- If we fail to comply with these Terms and Conditions, we will be responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms and Conditions, but we would not be responsible for any loss or damage that were not foreseeable at the time you started using the Site/Services.

Notwithstanding anything to the contrary contained in the Disclaimer/Limitation of Liability section, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to a total aggregate amount equal to the greater of (a) the sum of 1000 INR or (b) the amount paid, if any, by you to us for the Services/Site during the six (6) month period prior to any cause of action arising. *Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Terms and conditions of supply <http://pickmyad.com/terms-of-service.pdf>.*

If you are a business user:

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Site/Services; or
- use of or reliance on any content displayed on our Site.



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In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.
- You have legal rights in relation to goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms and Conditions will affect these legal rights.



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## 10. Term and Termination

10.1 These Terms and Conditions shall remain in full force and effect while you use the Site or Services or are otherwise a user of the Site, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us at [hello@pickmyad.com](mailto:hello@pickmyad.com).

10.2 Without limiting any other provision of these Terms and Conditions, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the Site and the Services (including blocking certain IP addresses), to any person for any reason including without limitation for breach of any representation, warranty or covenant contained in these Terms and Conditions or of any applicable law or regulation.

If we determine, in our sole discretion, that your use of the Site/Services is in breach of these Terms and Conditions or of any applicable law or regulation, we may terminate your use or participation in the Site and the Services or delete your profile and any content or information that you posted at any time, without warning, in our sole discretion.

10.3 If we terminate or suspend your account for any reason set out in this Section 9, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.





## 11. General

11.1 Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing.

You hereby agree to the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, policies and records of transactions initiated or completed by us or via the Site. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by other than electronic means.

11.2 These Terms and Conditions and any policies or operating rules posted by us on the Site or in respect to the Services constitute the entire agreement and understanding between you and us.

11.3 Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

11.4 We may assign any or all of our rights and obligations to others at any time.

11.5 We shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond our reasonable control.



11.6 If any provision or part of a provision of these Terms and Conditions is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

11.7 There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site or Services.

11.10 A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

11.11 In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us by email at [hello@pickmyad.com](mailto:hello@pickmyad.com) or by post to:

### **Pickmyad Solutions Private Limited**

Plot No 99, IT Park, GREETA TOWERS, PICKMYAD SOLUTIONS PRIVATE LIMITED, Industrial Estate, Perungudi, Chennai, Tamil Nadu 600096.

## **12. CONTENT**

12.1 The advertiser states that the contents of the advertisement given by him/her/it are true and correct and is in compliance with the laws in India. The Advertiser stands by the content of the said advertisement and indemnifies the website of any action legal/civil that may follow because of the publication of the said advertisement.



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12.2 Under no circumstances will PickMyAd Solutions Private Limited be liable for any loss to the advertiser for any error or omission on part of the publication. Cancellations and alterations will be accepted only in writing given to PickMyAd Solutions Private Limited with at least 3 days prior notice and will be executed under our cancellation policy

### 13. UTMOST GOOD FAITH

13.1 All ads services are accepted in good faith and PickMyAd accepts no responsibility whatsoever regarding the bonafide of the Advertisers, nor can any interviews be granted or correspondence entered into regarding any advertisement published.

### 14. INDEMNIFY

14.1 The advertiser or client indemnifies PickMyAd for any action or claim by any third party resulting from any advertisement instructed by the advertiser or its agency.

### 15. LIMITATION OF LIABILITY

15.1 Under no circumstances will PickMyAd be liable for any loss to the advertiser for any error or omission. Cancellations and alterations will be accepted only in writing.

15.2 PickMyAd Solutions Private Limited is only a facilitator and is not and cannot be a party to or control in any manner in any transactions. Accordingly, the contract of sale of services shall be a strictly bipartite contract between the Influencers and the Advertisers.



## 16. MODIFICATIONS TO TERMS AND CONDITIONS

16.1 PickMyAd Solutions Private Limited in its sole discretion shall reserve the right to modify the Terms and Conditions at any time and without prior notice to its users/advertiser. In a situation where the user selects multi publication/multi editions, the Publication will reserve the right to reschedule the ad print dates subject to availability of space & dates with the publication.

## 17 RESCHEDULING ADVERTISEMENTS

17.1 PickMyAd Solutions Private Limited reserves the unqualified right on behalf of the publication to decline, change or reschedule any advertisement/listing notwithstanding earlier acceptance by us or even if payment for the advertisement has been made. The conditions contained along with its modifications if any shall always govern the acceptance and publication of any advertisement.

## 18. DEALINGS WITH ORGANISATIONS AND INDIVIDUALS

18.1 PickMyAd does not take responsibility for being directly involved in any transaction including SMS and/or any other services between parties using the site. PickMyAd Solutions Private Limited site is a venue only and does not screen or censor or otherwise control the listings offered to other Users, nor does PickMyAd Solutions Private Limited, screen or censor or otherwise control the Users of its service. PickMyAd Solutions Private Limited does not assume responsibility for the content or context of the user comment areas and will not remove or edit postings to the public comments areas once they are entered into the service, except to expire records or at our sole discretion.



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18.2 The PickMyAd Solutions Private Limited is an advertising platform, which merely lists the inventory of advertisers who are registered with the PickMyAd Solutions Private Limited but does not own the services per se. Hence, the limited role of the PickMyAd Solutions Private Limited is to connect the influencers with the potential advertisers or brands and vice versa.

## 19. CONDUCT

19.1 PickMyAd Solutions Private Limited services may be used only for lawful purposes. Transmission, distribution or storage of material or conduct in violation of any applicable local, state, Central or foreign law or regulation is prohibited. This includes without limitation any unauthorized use of material protected by patent, copyright, trademark or another intellectual property right, material that is obscene, defamatory or libellous, constitutes an illegal threat, or violates rights of privacy or publicity, or violates export control laws. The user may use the information on our site only to the extent necessary to facilitate PickMyAd related transactions.

## 20. PROHIBITION OF OFFENSIVE CONTENT

20.1 PickMyAd prohibits the transmission (through SMS /text/advertisement or any other content), distribution or posting of unwanted or offensive content, prohibited transmissions include without limitation, profane or sexually explicit advertisements that include masking or misspelling the words, or images that would be illegal in any law in force.



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## 21. REFUSAL OF SERVICE

21.1c PickMyAd reserves the right to refuse service to anyone at any time, and to remove any listings or any advertisements for any reason, and without notice.

## 22. APPLICABLE TAXES AND COSTS

22.1 User understands and agrees that the User is responsible for all applicable taxes and for all costs that are incurred in using the PickMyAd service. We may also, in our sole discretion, add or delete fees associated with the Service.

## 23 DISCLAIMER OF WARRANTIES

23.1 User agrees that use of the service is at the user's sole risk. The service is provided on an "as is" and on an "as available" basis. PickMyAd expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.



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## 24. NO WARRANTY OF SERVICE

24.1 PickMyAd Solutions Private Limited makes no warranty that the service will meet user's requirements, that the service will be uninterrupted, timely, secure, or error free; nor does PickMyAd Solutions Private Limited make any warranty as to the results that may be obtained from the use of the service or as to the accuracy or reliability of any information obtained from the service.

## 25. USER DATA

25.1 The user gives PickMyAd Solutions Private Limited exclusive, worldwide, royalty-free, irrevocable, sublicense able (through multiple tiers) right to exercise all copyright and publicity rights, in any existing or future media, known or unknown, over the material or User Data displayed in the user listings. For the purpose of this Agreement, "User Data" shall mean all information (if any) submitted by the surfer, (the "User") to PickMyAd Solutions Private Limited with the exception of trading data, credit card numbers, checking account numbers, etc. "Individually Identifiable User Data" shall mean that subset of "User Data" which can be reasonably used to identify a specific individual such as their name, address, phone number, etc. The User Data shall be deemed to be the property of PickMyAd Solutions Private Limited. The user shall take all reasonable efforts to ensure that it is accurate and complete and not misleading in any way.

## 26. NOTICE TO ADVERTISER/USER

26.1 Any notice to the advertiser/user or to us shall be made by either email or regular mail. We may also give notice of changes to these Terms and Conditions or other matters related to PickMyAd Solutions Private Limited by displaying notices to Users on the Service.



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## 27. GOVERNING LAW

27.1 These Terms and Conditions and the relationship between User and PickMyAd shall be governed by the laws of the State of Tamil Nadu, without regard to its conflict of law provisions. The User and PickMyAd Solutions Private Limited agree to submit to the personal and exclusive jurisdiction of the courts located within the State of Tamil Nadu.

## 28. ACCEPTANCE OF ADVERTISEMENTS

28.1 PickMyAd Solutions Private Limited is accepting the advertisements only on behalf of the publications featured on the site. It is in no way responsible for any delay by the publications to discharge any of their obligations towards the users.

## 29. SCHEMES, DISCOUNTS, SERVICES AND PUBLICATIONS

29.1 PickMyAd Solutions Private Limited shall reserve the sole discretion and irrevocable right to offer / not offer schemes/services/products/new features/discounts/promotional packages on its web site exclusive to any existing or future media, known or unknown mode and vice versa

## 30. CANCELLATION OF CONTENT AND ITS CHARGES

30.1 PickMyAd shall reserve the exclusive right to cancel any content whatsoever from being published or reflected on its website or in any other mode. The cancellation charges payable to the advertiser by the customer shall be at the applicable rates laid down in the cancellation and refund policy.





This can be done till the Ad status reads "Payment Received, Ad awaiting Editorial Confirmation". No changes can be done after status being "Awaiting Release".

### 31. REFUND POLICY

31.1 Ad Cancellation for any reason would entail a charge of 25% on your total cost would be only permissible till the Ad is not processed to the publication. Under the circumstances, an ad is missed to release on schedule date, on request of the customer we can refund the amount with no charges. Ad refunds are processed in the same mode in which we receive the payment. In case of refund of payment made through cash collection from home, we will use cheque mode to refund the payment. Refunds are processed within 15 business days.

### 32. LISTING PLACEMENT / POSITION

32.1 No particular page/position shall be guaranteed by the publication/website/portal to its clients for any advertisement.

### 33. STOP ORDERS/CANCELLATIONS

33.1 The PickMyAd Solutions Private Limited shall not be bound by notices to stop orders, cancellations, advancements/postponements or alterations/deletions/additions in the material(s) of advertisement(s) booked for publication.



+91 90257 22041  
+91 96298 91965



hello@pickmyad.com



Greeta Towers, Industrial Estate,  
Perungudi, Chennai, Tamil Nadu

### 34. CONDITIONS FOR DISCOUNT

1. Offer cannot be clubbed with any other offer.
2. Limited time offer.
3. Can be withdrawn without notice.

### 35. PURCHASE POLICY

35.1 Our goal at PickMyAd Solutions Private Limited is to make your purchasing experience easy, efficient and equitable, so we can get you on your way to live events as quickly as possible. Purchase policies are designed to ensure your satisfaction and understanding of the purchase process on PickMyAd Solutions Private Limited.

### 36. PARTNER PUBLICATIONS

36.1 For all Ads booked for partner publications by the Advertiser, the partner publication will take the sole responsibility of publishing the advertisement and its contents. In the eventuality of any deficiency of service, the partner publication shall bear the sole responsibility for the same. PickMyAd Solutions Private Limited shall NOT be held responsible for it.

### 37. REPORTING VIOLATIONS OF TERMS AND CONDITIONS

37.1 Please help us keep the PickMyAd site an enjoyable experience for all Users. If users observe materials or behaviour that may violate or are in violation of the PickMyAd Solutions Private Limited Terms and Conditions, users are requested to contact PickMyAd Solutions Private Limited at [hello@pickmyad.com](mailto:hello@pickmyad.com) to inform us accordingly.

## GENERAL INFORMATION



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38.1 Each and every term and condition mentioned herein forming the 'general terms and conditions shall be automatically applicable and shall govern the terms and conditions for every advertisement published and ignorance of these terms and conditions shall be no defence and cannot be a ground for non-applicability of these general terms and conditions.

38.2 Advertisers expressly agree that issuing the correct and complete invoice is the sole and primary responsibility of the Advertisers. Furthermore, Advertiser shall ensure that invoices state "Poweredby PickMyAd Solutions Private Limited" and failing to do so Advertiser will be liable for chargebacks (as applicable). Advertiser shall mention "PickMyAd Solutions Private Limited" in the advertisements they post on Facebook, YouTube, Instagram, Twitter, LinkedIn.

### 39. Youtube API Client Terms of Use

39.1 Users of PickMyAd should adhere to the youtube's terms of services as per the terms provided by youtube in the following link [YouTube Terms Of Service](#).



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