

Terms and Conditions – Kan Khajura Tesan

These Terms and Conditions ("Terms") govern your subscription to and use of the services ("Services") provided by Hindustan Unilever Limited ("Company") through the Kan Khajura Tesan platform ("Channel" or "Platform"). Please read the following Terms carefully, as they may affect your use of the Services. Please also note that these terms may be amended from time to time without notice to you.

"Company" shall mean and be deemed to include the Company's affiliates, agents, representatives, sub-contractors, licensors, licensees, assigns and any of the foregoing entities' respective resellers, distributors, service providers and suppliers.

1. Services

The Company provides a Platform for you to listen to Hindi, Bhojpuri, devotional songs, radio jockey talks, jokes and other entertainment audio content with integrated promotional and advertising content, directly on your mobile phone. This Platform is provided to you free of any costs or consideration. The Services are offered to you conditioned on your acceptance, without modification of the terms, conditions and notices contained herein. Without limiting the generality of the foregoing, you acknowledge that these Terms are limited to your receipt of content through the Platform. The Services will be provided to you in the manner detailed in Clause 4 below.

2. Eligibility

Unless otherwise specified, the Platform and Services are intended solely for individuals aged 18 years or older. However, if you are under the age of 18 years, you should review these Terms with your parent or legal guardian to make sure that your parent or legal guardian understands and agrees to it on your behalf and further if required, you shall perform or undertake such activities which will entitle you to enter into a legally binding agreement with Company. Any access to or use of the Application by anyone under 18 years of age without parental consent is expressly prohibited. By accessing or using the Application or Services, you represent and warrant that you are aged 18 years of age or possess parental/legal guardian consent. Company reserves the right, at its own discretion, to limit or restrict certain parts of the Application or the Services to individuals below the age of 18 years.

3. Term

These Terms are in effect from 01-03-2014 and shall remain in effect until the Company shall terminate, amend or modify them. The Company may amend, modify or terminate these Terms for all users and / or for specific users without any notice and you shall have no claim whatsoever as to such amendments, modifications or termination therein.

4. Content

The content provided by HUL on the Platform shall primarily comprise Hindi, Bhojpuri and devotional songs along with RJ content ("Content"). The Content shall be provided to you in the following manner:

- i. You can listen to 60 mins (max 64 mins) of content every month. This will be divided into 4 capsules of 15 minutes (max 16 mins) each. Each capsule will be broken up into 20 clips.
- ii. You have to give a missed call to 1800 30000 123 to subscribe to this channel. There will be no charges for the missed call.

- iii. You'll get a call back with the content capsule as mentioned in point (i).
- iv. Alternatively, you will receive a voice call of 60 seconds on your mobile phone inviting subscription to the Services. In the event you are interested and wish to subscribe, please press "any button" on your mobile.
- v. If you press "any button", you can immediately start listening to the Channel for 15 minutes. At the end of the 15 minutes, the call will disconnect automatically and you will receive a call asking you to give a missed call on "1800 30000 123" the following Monday.
- vi. If you are not interested and do not wish to subscribe to the Services, do not press "any button" on your mobile. If you do not press "any button", the call will automatically disconnect and you will receive an SMS asking you to give a missed call on "1800 30000 123". In the event you give a missed call on the said number, you will receive a call and you can listen to the Channel for 15 minutes.
- vii. Your access to the Channel will be restricted to 4 capsules a month at 1 capsule on a weekly basis making it a total of 60 minutes a month.
- viii. In the event you have exhausted your quota of 1 capsule in any particular week, you'll get a call asking you to come back for new content on the following Monday.
- ix. In case you give a missed call on "1800 30000 123" after the weekly quota is consumed, you will receive a call asking you to call next week, for new content.
- x. The calendar week for calculating the said quota will be Monday to Sunday.
- xi. In the event you have not exhausted your quota for any particular week, unused minutes of only 1 week will be added to your next week's quota subject to a maximum of 15 minutes.
- xii. If you have unused quota from previous weeks, then the current week's content/capsules will be played first and then the previous weeks' content/capsules will be played out. Only the immediate previous week's content can be carry forwarded.

5. General Practices

You acknowledge that the Company may establish general practices and limits concerning use of the Content and storage or transmission thereof, including, without limitation, the maximum number of users or bandwidth, the maximum or minimum quality of any stream that may be sent from the Platform or received by you, and the maximum number of times (and the maximum duration for which) you may access the Platform in a given period of time. You agree that the Company does not have any responsibility or liability for the deletion or failure to store or transmit any Content and other communications or other Content maintained or transmitted by the Platform. You further agree that the Company reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

6. No unlawful or prohibited use

As a condition of your use of the Platform, you warrant to us that you will not use the Platform for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Platform in any manner which could damage, disable, overburden, or impair the Platform or interfere with any other party's use and enjoyment of the Platform. You agree not to use the Platform in any manner that infringes the intellectual property rights of the Company or any third party including but not limited to recording, saving, re-performing, downloading, or putting to commercial use such Content or any part thereof. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Platform.

7. Limitation of Liability

7.1 To the maximum extent permitted by applicable law, in no event shall the Company be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including,

without limitation, lost profits, personal injury (including death) and property damage of any nature whatsoever, resulting from or arising out of or in connection with (a) the use or inability to use the Platform or Content or related services, or (b) the conduct or actions of any user of the Platform or any other person or entity, or otherwise arising out of the use of the Platform, whether based on contract, tort, negligence, strict liability or otherwise, even if the Company has been advised of the possibility of damages. If you are dissatisfied with all or any portion of the Content or with any of these terms of use, your sole and exclusive remedy is to discontinue your use of the Platform.

- 7.2 Moreover, under no circumstances shall the Company be held liable for any delay or failure in performance resulting directly or indirectly from an act of force majeure or causes beyond our or their reasonable control.
- 7.3 The Company will have no liability related to content arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. The Company also disclaims all liability with respect to the misuse, loss, modification or unavailability of any Content.
- 7.4 We may terminate your further access to the Platform or delete Content in any way, at any time and for any or no reason.

8. Indemnification

You hereby agree to indemnify, defend, and hold the Company harmless from and against any and all losses, damages, liabilities and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Company in connection with any claim arising out of any breach by you of these terms of use or claims arising from your use of the Platform. You shall use your best efforts to cooperate with the Company in the defence of any claim. The Company reserves the right, at its own expense, to employ separate counsel and assume the exclusive defence and control of any matter otherwise subject to indemnification by you.

9. Intellectual Property Rights

You acknowledge and agree that:

- i. The Company has provided part of the Content on the Platform by way of being the true owner thereof. All intellectual property rights, interests and title in and over such Content and all trade secrets, copyright, patent rights, ideas, and any other intellectual property rights ("IPR") in relation thereto shall remain the exclusive property of the Company.
- ii. The Company may have obtained and provided part of the Content on the Platform by way of an express license from a third party to use and distribute such Content and all IPR in relation thereto shall remain the exclusive property of such third party.
- iii. The Company reserves the right to redesign or modify the organization, structure, and other elements of the Platform at any time. For the avoidance of doubt, at no time shall any rights, interests or title in any IPR pass to you.

10. Representations and Warranties

- 9.1 You here to represent and warrant to the Company that you have the power and authority to enter into these Terms. You represent and warrant that subscription to or availing of the Services shall constitute an implied acceptance of these Terms and a legally valid and binding obligation upon you to abide by and observe the same.
- 9.2 The Content is provided "as is" and without warranties of any kind. To the fullest extent permissible by law, the Company disclaims all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, accuracy, completeness, availability, security, compatibility and non-infringement. The Company does not warrant that any Content will be free of inaccuracies, that access thereto will be

uninterrupted, that defects will be corrected, or that the Platform is free of viruses or other harmful components. The Company does not warrant or make any representations regarding the use of any Content. You hereby irrevocably waive any claim against the Company with respect to Content provided on the Platform. The Company's warranty obligations are specific to you and may not be extended to any third party.

- 9.3 You acknowledge and warrant that the Company does not have any control over the Content, availability, accuracy, security or any other aspect of any information, accessible or made available to you through the Platform, nor does the Company monitor the use of the Platform or Content by you, and except as provided herein, has no control over the your use of the Platform or Content.
- 9.4 The Company may, at its own discretion and for its causes, include within Platform or on the Channel any third party content including advertisements. The Company does not warrant for such third party content or availability thereof nor does it endorse it. The Company shall not be held, or claimed to be held, liable for any third Party content, its legality or illegality, its adequacy with regulations and its quality.

11. Privacy Policy

Unilever takes privacy seriously. The following five principles underpin our approach to respecting your privacy:

- a. We value the trust that you place in us by giving us your personal information. We will always use your personal information in a way that is fair and worthy of that trust.
- b. You are entitled to clear information about how we use your personal information. We shall always be transparent with you about what information we collect, what we do with it, with whom we share it and whom you should contact if you have any concerns.
- c. If you have any concerns about how we use your personal information, we will work with you to promptly resolve those concerns.
- d. We will take all reasonable steps to protect your information from misuse and keep it secure.
- e. We will comply with all applicable data protection laws and regulations and we will co-operate with data protection authorities. In the absence of data protection legislation, we will act in accordance with generally accepted principles governing data protection.
- f. Disputes, if any, shall be subject to exclusive jurisdiction of courts in Mumbai.

11.1 Unilever Privacy Policy

Unilever is committed to protecting your privacy and ensuring that your personal information is protected. This Privacy Policy explains the types of personal information we collect and how we use, disclose and protect that information.

11.1.1 What does this Privacy Policy apply to?

This Privacy Policy applies to personal information collected by the Unilever Group of companies in connection with the services they offer. Find out more about the Unilever Group at <http://unilever.com/aboutus/>. This includes information collected offline through our Careline and consumer call centres, direct marketing campaigns, sweepstakes and competitions, and online through our websites, branded pages on third party platforms and applications accessed or used through such websites or third party platforms which are operated by or on behalf of the Unilever Group ("Unilever Sites"). This Privacy Policy is hereby incorporated into and forms part of the terms and conditions of use of the applicable Unilever Site. For information about the Unilever Group Company responsible for protecting your personal information, see Your privacy rights and who to contact below.

11.1.2 This Privacy Policy does not apply to:

- i. Information collected by third party websites, platforms and/or applications ("Third Party Sites") which we do not control;

- ii. Information collected by Third Party Sites which you access via links on Unilever Sites; or
- iii. Banners, sweepstakes and other advertisements or promotions on Third Party Sites that we may sponsor or participate in.
- iv. These Third Party Sites may have their own privacy policies and terms and conditions. We encourage you to read them before using those Third Party Sites.

11.2 Your consent

- Unilever will not collect, use or disclose your personal information without your consent. In most cases, we will ask for your consent explicitly but, in some cases, we may infer consent from your actions and behaviour. By using a Unilever Site, you are consenting to the relevant Unilever Group Company collecting, using and disclosing your personal information in accordance with this Privacy Policy.
- By participating in this activation, you also agree that in the future, Unilever, or its media agency can contact you, through phone or sms, with respect to any activation, promotion or promotional scheme, survey or such other activity, regarding any of the brands of HUL.
- If you do not agree to the collection, use and disclosure of your personal information in this way, please do not use the Unilever Sites or otherwise provide Unilever with personal information.

11.3 Children

- The majority of Unilever Sites are designed and intended for use by adults. Where a Unilever Site is intended for use by a younger audience, we will obtain consent from a parent or guardian before we collect personal information where we feel it is appropriate to do so or where it is required by applicable data protection laws and regulations (the age at which consent is necessary varies from country to country). If you are a child over the age where parental consent is required in your country, you should review the terms of this Privacy Policy with your parent or guardian to make sure you understand and accept them.
- If we discover that we have collected information without consent from a parent or guardian where such consent should have been obtained, we will delete that information as soon as possible. Access to certain parts of the Unilever Sites and/or eligibility to receive prizes, samples or other rewards may be limited to users over a certain age. We may use your personal information to carry out age verification checks and enforce any such age restrictions.

11.4 What information we may collect?

In this Privacy Policy, your "personal information" means information or pieces of information that could allow you to be identified. This typically includes information such as your name, address, screen name, profile picture, email address, and telephone number, but can also include other information such as IP address, shopping habits, preferences and information about your lifestyle or preferences such as your hobbies and interests. We may collect personal information about you from different sources, including:

- i. Information you give us directly
- ii. Name
- iii. Address
- iv. Email address
- v. User name
- vi. Telephone number
- vii. Credit card or other payment information
- viii. Age
- ix. Date of birth
- x. Gender
- xi. User-generated content, posts and other content you submit to Unilever Sites
- xii. Any other personal information you voluntarily provide to us
- xiii. Information we collect automatically when you use the Unilever Sites

- xiv. Information about the type of browser you use
- xv. Details of the web pages you have viewed
- xvi. Your IP address
- xvii. The hyperlinks you have clicked
- xviii. Your user name, profile picture, gender, networks and any other information you choose to share when using Third Party Sites (such as when you use the "Like" functionality on Facebook or the +1 functionality on Google+)
- xix. The websites you visited before arriving at a Unilever Site
- xx. Information we collect from other sources
- xxi. Your shopping habits
- xxii. Preferences and information about your lifestyle such as your hobbies and interests
- xxiii. Publicly available information such as user-generated content, blogs and postings, as permitted by law

11.5 How do we use your personal information?

We use your personal information to:

- i. Improve our products and your experience on the Unilever Sites. Find out more.
- ii. Evaluate the use of the Unilever Sites, products and services
- iii. Analyse the effectiveness of our advertisements, competitions and promotions
- iv. personalise your website experience, as well as to evaluate (anonymously and in the aggregate) statistics on website activity, such as what time you visited it, whether you've visited it before and what site referred you to
- v. It make the Unilever Sites easier to use and to better tailor the Unilever Sites and our products to your interests and needs
- vi. Help speed up your future activities and experience on the Unilever Sites. For example, a site can recognise that you have provided your personal information and will not request the same information a second time
- vii. Collect information about the device you are using to view the Unilever Site, such as your IP address or the type of Internet browser or operating system you are using, and link this to your personal information so as to ensure that the Unilever Sites present the best web experience for you
- viii. To contact you regarding products and services which may be of interest to you, provided you have given us consent to do so or you have previously requested a product or service from us and the communication is relevant or related to that prior request and made within any timeframes established by applicable laws. Find out more.
- ix. Suggest products or services (including those of relevant third parties) which we think may be of interest to you
- x. Offer you the opportunity to take part in competitions or promotions
- xi. You can opt out of receiving communications from us at any time. Any direct marketing communications that we send to you will provide you with the information and means necessary to opt out.
- xii. To provide you with products or services that you request from us. Find out more.
- xiii. For the purposes of competitions or promotions that you have entered
- xiv. To send you information, products or samples that you have requested
- xv. To respond to your queries or comments

11.6 Mobile Message Services

We may make available a service through which you can receive text or other types of messages from Unilever (such as short message service, or SMS, enhanced message service, or EMS, and multimedia

message service, or MMS) on your wireless or mobile device ("Mobile Message Service"). If you subscribe to one of our Mobile Message Services, you agree to receive such messages from Unilever at the address or mobile number you provide for that purpose (unless and until you have elected to opt out of receiving such messages by following the instructions in the Your privacy rights and who to contact section below). You understand that your wireless carrier's standard rates apply to these messages, and that you may change your mind at any time by following the instructions in the Your privacy rights and who to contact section below. If fees are charged to your wireless account invoice, you agree that we may collect from you and provide your carrier with your applicable payment information in connection therewith. You represent that you are the owner or authorized user of the wireless device you use to sign up for the Mobile Message Service, and that you are authorized to approve the applicable charges. In addition to meeting certain age restrictions and any other terms and conditions associated with each Mobile Message Service; you may be required to register personal information such as your name, text message, wireless address or mobile phone number. We may also obtain the date, time and content of your messages in the course of your use of the Mobile Message Service. We will use the information we obtain in connection with our Mobile Message Service in accordance with this Privacy Policy. Please note, however, that your wireless carrier and other service providers may also collect data about your wireless device usage, and their practices are governed by their own policies. You acknowledge and agree that the Mobile Message Service is provided via wireless systems which use radios (and other means) to transmit communications over complex networks. We do not guarantee that your use of the Mobile Message Service will be private or secure, and we are not liable to you for any lack of privacy or security you may experience. You are fully responsible for taking precautions and providing security measures best suited for your situation and intended use of the Mobile Message Service. We may also access the content of your wireless and/or mobile phone account with your carrier for the purpose of identifying and resolving technical problems and/or service-related complaints.

11.7 Who do we share your personal information with?

- As a general rule, we do not share your personal information with anyone outside of the Unilever Group. However, we may share your personal information with trusted third parties.
- Our advertising, marketing and promotional agencies to help us deliver and analyse the effectiveness of our advertising campaigns and promotions
- Third parties required to deliver a product or service to you, such as a delivery or postal service delivering a product that you have ordered
- Law enforcement or government authorities where they have followed due legal process to request us to disclose the information
- Third parties who wish to send you information about their products and services, but only if you have given us consent to do so
- Third party providers of services, such as data processing, to Unilever
- Web analytics tool providers, such as Google or Unica
- We may also share your personal information with companies, organisations or individuals outside of the Unilever Group if we believe that disclosure of the information is necessary for legal reasons.
 - Enforce applicable terms of use of Unilever Sites
 - Conduct investigations into possible breaches of applicable laws
 - Detect, prevent and protect against fraud and any technical or security vulnerabilities
 - Comply with applicable laws and regulations, co-operate in any legal investigation and meet enforceable governmental requests

11.8 Transferring your personal information

We may transfer your personal information to servers located outside the country in which you live or to affiliates or other trusted third parties based in other countries so that they may process personal

information on our behalf. By using a Unilever Site or otherwise providing Unilever with personal information, you agree to us doing so in accordance with the terms of this Privacy Policy and applicable data protection laws and regulations. You should be aware that many countries do not afford the same legal protection to personal information as you might enjoy in your country of origin. While your personal information is in another country, it may be accessed by the courts, law enforcement and national security authorities in that country in accordance with its laws. Subject to such lawful access requests, we promise that anyone processing your personal information outside your country of origin is required to implement measures to protect it and is only entitled to process it in accordance with Unilever's instructions.

11.9 Safeguarding your personal information

- We take all reasonable precautions to keep your personal information secure and require any third parties that handle or process your personal information for us to do the same. Access to your personal information is restricted to prevent unauthorised access, modification or misuse and is only permitted among our employees and agents on a need-to-know basis. Your privacy rights and who to contact
- If you have any questions, comments or concerns about how we handle your personal information, then you may contact us by clicking the Contact Us link on the Unilever Site that directed you to this Privacy Policy. Your request will be directed to the appropriate Unilever group company. Alternatively, please go to www.unilever.com, select the appropriate country and click on the Contact Us link. Your request will be directed to the appropriate Unilever group company.

11.10 You have the right to tell us if you:

- don't want to be contacted in the future by us by opting out through the mechanism provided by the Platform or write to us at at lever.care@unilever.com with the subject line "KKT: Opt Out"
- would like a copy of the personal information which we hold about you
- would like us to correct, update or delete your personal information in our records
- wish to report any misuse of your personal information

12. Amendments

The Company may amend, from time to time, these Terms and may or may not, notify you as these amendments are made. Should you decide that any amendment to these Terms does not constitute your understanding with the Company, you may, at your own will, terminate these Terms and terminate your subscription to the Services. All Content shared on the Platform shall be used according to the Company's policies and amended terms and conditions.

13. Termination

- 11.1 The Terms will continue to apply until terminated by either the user or the Company as set forth below.
- 11.2 The Company may discontinue Platform at its sole discretion and may terminate the Services without notice. You disclaim the Company and hold the Company harmless from any liability and/or loss of data due to such termination.
- 11.3 In the event the user chooses to terminate the Terms, the user may do so by withdrawing its subscription to the Services or non-renewal of its subscription upon expiry.
- 11.4 Termination of these Terms by the Company may include: (i) removal of access to the Platform; and (ii) discontinuance of the Services. You agree that all terminations for cause shall be made in the Company's sole discretion and that the Company shall not be liable to you or any third party for any termination of the Terms. The Company may, at any time, with or without notice, terminate the Terms with you if:

- i. You breach any of the provisions of the Terms or any other terms, conditions, or policies that may be applicable to you from time to time (or have acted in a manner that clearly shows that you do not intend to, or are unable to, comply with the same);
- ii. The Company is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful);
- iii. The provision of the Services to you by the Company is, in the Company's opinion, no longer commercially viable; or
- iv. The Company has elected to discontinue, with or without reason, access to the Platform, the Services (or any part thereof).

14. Governing Law

Your use of these Terms, the Services and the relationship between the Company and you shall be governed by and construed in accordance with the laws of India. The Company and you agree that all claims, differences and disputes arising under or in connection with or pursuant to the Platform, the Content and these Terms or the relationship between the Company and you shall be subject to the exclusive jurisdiction of the competent courts located in Mumbai and you hereby accede to and accept the jurisdiction of such courts.

15. Miscellaneous

- i. This Agreement constitutes the entire understanding between the Company and you.
- ii. The Company's waiver to perform any of its rights under these Terms shall not constitute amendments of the same.
- iii. Should any part of these Terms be rendered or declared invalid by a court of competent jurisdiction of Mumbai, such invalidation of such part or portion of these Terms should not invalidate the remaining portions thereof, and they shall remain in full force and effect.