

## TERMS OF SERVICE

These Terms of Service (“**TOS**”) document the end users’ (hereinafter referred to as “**You**”/ “**Your**”/ “**User**”) access to and use of ‘**Dark ‘n’ Light Platform**’ [hereinafter referred to as “**Platform**”, which term shall be deemed to include the website [www.darknlight.com](http://www.darknlight.com) as well as its mobile application (as and when the same is made available) or any other technological variants thereof] accessible through a computer, mobile or any internet connected device(s) and/or any other means made available to access the same from time to time, and the services offered thereunder (“**Services**”).

The Platform is owned and controlled by KRIT Consulting Sàrl, a Swiss company registered with the Registry of Commerce of Geneva, Switzerland (hereinafter referred to as “**Company**”/ “**Us**”/ “**Our**”/ “**We**”). Through the Platform, the Company provides to You access to a digital destination for independently curated content created as a product of artistic, literary and audio-visual collaborations across multi-disciplinary projects covering social, political and environmental themes.

These TOS along with the privacy policy (hereinafter referred to as “**Privacy Policy**” and accessible [here](#)), which is an integral part of the TOS, constitute a legally binding agreement between You and the Company regarding Your access to and use of the Services offered by the Company including but not limited to delivery of Content (defined below) via the Platform. By accessing the Platform and/or by clicking “*I agree*”, You agree to be bound by these TOS. You hereby represent and warrant to the Company that You are at least eighteen (18) years of age or above and are capable of entering, performing and adhering to these TOS and that You agree to be bound by the following terms and conditions.

These TOS was last updated on 17 May 2021.

### **1. ACCEPTANCE OF TOS**

- 1.1. By using the Platform and Services provided thereunder, You signify Your acceptance of the TOS and the Privacy Policy. If You do not agree or are not comfortable with any provision described in these TOS and/ or the Privacy Policy, Your only remedy is to discontinue use of the Platform.
- 1.2. Certain Services offered by the Company through the Platform may require prior registration by the User. As part of such registration process, You may be required to provide Us with current, complete and accurate information comprising such details as prompted by the applicable registration form.
- 1.3. The Company reserves the right to modify these TOS in any manner, from time to time, entirely at its own discretion, with or without any notification to You. However, when We make material changes to these TOS, We will place updates in the form of a pop-up on the homepage of the Platform. Unless stated otherwise, the amended TOS will be effective immediately. Your access to and use of the Platform after any amendment to the TOS shall constitute Your deemed acceptance of such modified terms. Discontinuing use of the Services will not affect the applicability of the TOS to Your prior use and/ or access of the Platform.
- 1.4. The Company reserves the right to suspend, cancel, or discontinue all or any part of the Services at any time without notice, make modifications and alterations in any or all of the Content, products and Services contained on the Platform, without prior notice or intimation.

### **2. INTELLECTUAL PROPERTY RIGHTS**

- 2.1. Unless otherwise stated, all rights, title and interest in and to all material presented on the Platform [including but not limited to copyrights, trademarks, logos, information, data, text, software, literary works, video, sound, photographs, graphics, messages (hereinafter collectively referred to as “**Content**”)], except UGC Content (defined below), is and shall remain the sole and exclusive property of the Company, its parent, affiliates and associates and/or such third-party individuals who have licensed the use of such Content to the Company as required (“**Third Party Owners/Licensors**”), for the entire world in perpetuity and are protected under all applicable laws to the fullest extent.

- 2.2. You agree not to use any framing techniques (and/ or any other technological measures) to enclose any trademark or logo or other proprietary information of the Company or any Third Party Owners/Licensors published on the Platform; or remove, conceal or obliterate any copyright or other proprietary notice or any credit-line or date-line on other mark or source identifier included on the Platform, including without limitation, the size, color, location or style of all proprietary marks. Any infringement shall be vigorously defended by the Company and/or Third Party Owners/Licensors and pursued to the fullest extent permitted by law.
- 2.3. The Company grants You permission to access and make use of the Platform only for non-commercial personal purposes. You agree not to, directly or indirectly download or modify/ alter/ change/ amend/ vary/ transform/ revise/ translate/ copy/ publish/ distribute or otherwise disseminate any Content (or any part thereof) available on the Platform; or delete or fail to display any promotional taglines displayed on the Platform as a result of the Services offered through the Platform, either directly or indirectly, except with the express prior written consent of the Company. You shall not retain any copies of the Platform saved to disk or to any other storage medium except for the purposes of using the same for Your subsequent individual viewing purposes or to print extracts for personal / individual non-commercial use only.
- 2.4. Subject to the provisions of clause 2.3 hereinabove, in the event that You make use of any Content available on the Platform on any digital platform(s) or in any other manner, You will: (i) display the Content on such digital platform(s) in the exact form received by You, and not modify or edit any of the foregoing without the Company's prior written consent in each instance; (ii) ensure that the fundamental meaning of the Content is not changed or distorted or altered in any manner whatsoever; (iii) comply with all applicable laws and all limitations and restrictions (if any) placed by the Company on the use, display or distribution of the Content (or any part thereof); and (iv) not archive any of the Content (or any part thereof) for access at any future date after such Content has been removed from the Platform; (v) in case of use of the Content on a digital platform, link and redirect to the appropriate Platform web page when a user clicks on the Content (e.g. a headline); (vi) not display the Content (or any part thereof) in such a manner that does not allow for successful linking and redirection to, and delivery of, the appropriate Platform web page, nor frame any web page facilitating access to the Platform.

### **3. CONTENT POSTED/ TRANSMITTED TO/ AT THE PLATFORM**

- 3.1. Any Content whether publicly or privately transmitted/ posted through or on the Platform including but not limited to comments or messages by a User, as and when such Services are made available (“**UGC Content**”), is the sole responsibility of the person from whom such UGC Content has originated (“**Originator**”). By posting any such UGC Content as the Originator, You warrant and represent that (a) You are the unencumbered unrestricted copyright owner of such UGC Content; (b) in the event You are not the copyright owner of any part of the UGC Content, that the copyright owner of such part of the UGC Content has granted You unrestricted permission to use such UGC Content; (c) any UGC Content transmitted or posted by You through or on the Platform shall be consistent with the terms of such use as mandated by the copyright owner, and shall at all times be in accordance with the TOS; (d) You have the rights necessary to grant the licenses and sublicenses in respect of such UGC Content as described in these TOS; and (e) each person depicted in such UGC Content, if any, has provided consent to the use of their names, images and any other details as set forth in the TOS, including without limitation, the distribution, public display and reproduction of such UGC Content containing such details.
- 3.2. You represent that: (i) You have valid rights and title in any and all UGC Content that You post or submit for publication on the Platform; (ii) You have not infringed the intellectual property rights belonging to any party and further that You will indemnify Us and any/ all our affiliates for any and all claims, losses or damages arising out of, or in connection with, Your unauthorized use of any such UGC Content published on the Platform or submitted for publication to Us by You.
- 3.3. You agree and understand that posting or uploading of any information or material, which is harmful, defamatory, obscene, pornographic, libelous, invasive of another's privacy, profane, hateful, or racially, ethnically objectionable, disparaging, or otherwise unlawful in any manner is prohibited and any person

found to be involved in such activity on the Platform will solely be liable for actions under the applicable laws.

- 3.4. You agree and understand that You shall not include any personally identifiable information in any posts/comments/ UGC Content uploaded by You on the Platform.
- 3.5. We accept no responsibility for the said UGC Content. However, You agree to grant/ assign to the Company and its affiliates, a non-exclusive, royalty free, perpetual, irrevocable and sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such UGC Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed throughout the world.

#### **4. USER CONDUCT AND OBLIGATIONS**

- 4.1. You hereby agree and assure the Company that the Platform and the Services provided thereunder shall be used for lawful purposes only and that You will not violate laws, regulations, ordinances or other such requirements of any applicable Central, State or local government or any other international laws. You further concur that you will not, through the Platform:
  - 4.1.1. post, distribute, or otherwise make available or transmit any software or other computer files that contain a virus, trojan horses, time bombs, bots, botnets, malicious content, or any other harmful programs or elements or component that facilitate content theft, data manipulation, threats or any other unauthorized activities;
  - 4.1.2. “crawl” the Services or otherwise use any automated means (including bots, scrapers, and spiders) to collect any information from the Platform, the Content or the Services provided thereunder,
  - 4.1.3. delete from the Platform any legal notices, disclaimers, or proprietary notices such as copyright or trademark symbols, or modify any logos that You do not own or have express permission to modify;
  - 4.1.4. use the Platform and/or the Services provided thereunder in any manner that could damage, disable, overburden, or impair and not undertake any action which is harmful or potentially harmful to any the Company’s server, or the network(s), computer systems/ resource connected to any Company’s server, or interfere with any other party’s use and enjoyment of the Platform and/or the Services provided thereunder;
  - 4.1.5. impersonate any person or entity, including, but not limited to, Company’s official, forum leader, guide or host, or falsely state or otherwise misrepresent Your affiliation with a person or entity;
  - 4.1.6. take any action which encourages or consists of any threat of harm of any kind to any person or property;
  - 4.1.7. carry out any “denial of service” (DoS, DDoS) or any other harmful attacks on application or internet service;
  - 4.1.8. make any inappropriate, illegal or otherwise communication prohibited under applicable laws in relation to the Company or the Services provided by the Company to any newsgroup, mailing list, chat facility, or other internet forums;
  - 4.1.9. use the Platform for any illegal purposes;
  - 4.1.10. transmit through the Platform, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, libelous, hateful, or racially, ethnically or otherwise objectionable material of any kind or nature. This includes text, graphics, video, programs or audio, etc.;
  - 4.1.11. collect or attempt to collect personally identifiable information of any person or entity without their express written consent;
  - 4.1.12. engage in antisocial, disruptive, or destructive acts, including “flaming,” “spamming,” “flooding,” “trolling,” and “griefing” as those terms are commonly understood and used on the internet;
  - 4.1.13. upload, post, email, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” duplicative messages or any other form of solicitation; or
  - 4.1.14. make any representation or warranty on behalf of the Company.
- 4.2. You agree not to post, distribute, transmit or otherwise make available any data, text, message, computer file, or other material that infringes and/or violates any right of a third party or any domestic or international law, rule, or regulation, including but not limited to:

- 4.2.1. infringement of any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software;
- 4.2.2. right of privacy (specifically, You must not distribute another person's personal information of any kind without their express permission) or publicity;
- 4.2.3. any confidentiality obligation.

## 5. NO UNLAWFUL OR PROHIBITED USE

- 5.1. You will not use the Services for any purpose that is unlawful or prohibited by the terms of these TOS. You shall not attempt to gain unauthorized access to any Services, computer systems or to any of the Services, through hacking, password mining, web-scraping or any other means. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.
- 5.2. The Company forbids You from making any attempt to resell or put to commercial use any part of the Platform and/ or the Content; any derivative use of the Platform or its Content; any renting, leasing, or otherwise transferring rights to the Platform and/ or the Content; displaying the name, logo, trademark or other identifier of another person (except for the Platform or You) in such a manner as to give the viewer the impression that such other person is a publisher or distributor of the Services offered through the Platform or is in any manner associated with the Platform and/ or the Content (or any part thereof); any data gathering or extraction tools; or any use of meta tags. You may not (whether directly or through the use of any software program) create a database in electronic or structured manual form by downloading and/ or storing any or all parts of the pages from the Platform.
- 5.3. Except as specifically provided under these TOS, no part of the Platform and/ or the Content may be reproduced or transmitted to or stored in any other web site, nor may any of its pages or part thereof be disseminated in any electronic or non-electronic form, nor included in any public or private electronic retrieval system or service without prior written permission from the Company. Requests to republish any such material and/ or the Content made available on the Platform for any use other than for non-commercial personal purposes should be addressed prior to such republication to [info@kritconsulting.com](mailto:info@kritconsulting.com).
- 5.4. Under no circumstances shall the Company be held responsible or liable, in any way, for any claims, losses, damages, liabilities in relation to any Content which is uploaded to the Platform, for any reason whatsoever, including but not limited to the accuracy of the Content and/or the nature of such Content being derogatory, threatening, defamatory, obscene, offensive to public sensibilities or morals, or by reason of such Content being infringing of any other individual/entity's rights. You specifically agree that the Company is not responsible for any UGC Content transmitted through, published or uploaded on the Platform, in any manner whatsoever.

## 6. ADVERTISING AND LINKS TO THIRD PARTY SITES

- 6.1. By accessing the Platform, you expressly agree and consent to the display of advertisements (if any) upon Your access to and use of the Services. The Platform may contain links to other web sites and applications ("**Linked Platforms**"). The Linked Platforms are not under the control of the Company, and the User agrees and acknowledges that the Company shall not be held responsible for the Content of any Linked Platforms, in any manner whatsoever. You agree and understand that such Linked Platforms are not associated with the Platform, and therefore, the inclusion of any link in relation to such Linked Platforms cannot be construed to imply any endorsement or warranty by the Company in relation to the authenticity, suitability, reliability or accuracy of the Linked Platforms and/or the services and/or information provided thereunder. You are requested to verify the accuracy of all information on Your own before relying on any such information. You also agree and understand that the Company does not exercise control over the data collection policies of such Linked Platforms, as further detailed under the Privacy Policy.

**7. DATA PROTECTION**

- 7.1. The Company may send information and offer products and other services to You from time to time. For details relating to Our data protection policy and how We handle Your data, please refer to Our Privacy Policy.

**8. TERMINATION OF SERVICES**

- 8.1. Upon Your breach of any terms of these TOS and/ or the Privacy Policy or any other restrictions or guidelines of the Company for use of the Services, or applicable law, the Company, in addition to the rights and remedies available to it, reserves the right to take any actions which the Company may deem appropriate. Such actions may include (but may not be limited to) termination of Your access to the Services or immediate suspension of Your access to the Services via the Platform, without any obligation of the Platform in any manner whatsoever.

**9. INDEMNITY**

- 9.1. You shall indemnify and hold harmless, the Company, its affiliates, any Third Party Owners/Licensors, other Users, networks, infrastructure providers and their respective directors, officers, personnel, contractors and agents, for and against any and all claims, suits, judgment, losses, damages, cost and expenses arising or relating to Your use of the Services or Your breach of the TOS and/ or the Privacy Policy or any other restrictions or guidelines provided by the Company from time to time. This indemnification obligation will survive these TOS and Privacy Policy and Your use of the Services.

**10. DISCLAIMER OF WARRANTIES**

- 10.1. The Services are provided on an "as-is" and "with all faults and risks" basis, without warranties of any kind. The Company does not warrant, expressly or by implication, the accuracy or reliability of the Services or its sustainability for a particular purpose or the safety/ security of the data/Content stored by You. The Company disclaims all warranties whether express or implied, including those of merchantability, fitness for a particular purpose, non-infringement, or that use of the Services and/or the Platform or any Content made available thereof will be uninterrupted or error-free.

**11. LIMITATION OF LIABILITY**

- 11.1. YOU ASSUME THE ENTIRE RISK ASSOCIATED WITH USING THE SERVICES INCLUDING THE CONTENT PUBLISHED ON THE PLATFORM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF CONTENT, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF, OR INABILITY TO USE OR ACCESS THE SERVICES, OR THE PLATFORM OR FOR ANY SECURITY BREACH OR ANY VIRUS, BUG, UNAUTHORIZED INTERVENTION, DEFECT, OR TECHNICAL MALFUNCTIONING OF THE SERVICES, OR THE PLATFORM, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR ANY OTHER CLAIM ARISING OUT, OF OR IN CONNECTION WITH, YOUR USE OF, OR ACCESS TO, THE SERVICES OR THE PLATFORM. FURTHER, THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY TEMPORARY DISABLEMENT, PERMANENT DISCONTINUANCE OF THE SERVICES OR DATA/CONTENT LOSS OR FOR ANY CONSEQUENCES RESULTING FROM SUCH ACTIONS.
- 11.2. YOU AGREE AND ACKNOWLEDGE THAT THE COMPANY SHALL NOT BE LIABLE TO YOU IN ANY MANNER WHATSOEVER FOR ANY UGC CONTENT PUBLISHED ON THE PLATFORM.

11.3. THE COMPANY'S AGGREGATE LIABILITY (WHETHER UNDER CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY OR OTHERWISE) AND THAT OF ITS AFFILIATES SHALL BE LIMITED TO CHF 100 (SWISS FRANC ONE HUNDRED ONLY).

## **12. GOVERNING LAW**

12.1. These TOS shall be governed by the laws of Switzerland. The courts of law at Genève shall have exclusive jurisdiction over any disputes arising in relation to these TOS.

## **13. INTERNATIONAL USERS**

13.1. You agree and understand that the Services are controlled and operated by the Company from its offices in Switzerland. You agree that: (i) the Services shall be deemed solely based in Switzerland; and (ii) the use of the Services do not give rise to personal jurisdiction over the Company, either specific or general, in jurisdictions other than Switzerland. You agree that the laws of Switzerland, excluding Switzerland's choice of law rules, will apply to these TOS and Privacy Policy and all other policies and guidelines provided by the Company and to the provision of Services by the Company.

13.2. Access to the Platform and/ or the Services from jurisdictions where such access is illegal is prohibited. The Company reserves the right to block access to the Platform and/ or the Services by such prohibited access by international Users. If you access the Platform and/ or the Services from a location outside Switzerland, You waive any right available under laws of jurisdictions outside of Switzerland.

## **14. GENERAL TERMS**

14.1. All rights and obligations under these TOS which by their nature should survive will remain in full effect after termination or expiration of these TOS.

14.2. No failure or delay on the part of the Company to exercise any right hereunder will operate as a waiver of that right. No waiver by the Company of any breach by You of any provision of these TOS and Privacy Policy shall operate as a waiver of any subsequent breach of any provision of these TOS and/ or Privacy Policy.

14.3. If any provision of these TOS and Privacy Policy is held invalid by any law or regulation of any government, or by any court or arbitrator, the User agrees that such provision of the TOS and Privacy Policy will be deemed severable, and will not affect the validity or enforceability of the remaining provisions of these TOS and Privacy Policy.

14.4. These TOS and the Privacy Policy constitute the entire agreement between You and the Company with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

14.5. None of the provisions of these TOS shall be deemed to constitute a partnership or agency between You and the Company and You shall have no authority to bind the Company in any manner, whatsoever.

14.6. The Company shall have no liability to You for any interruption or delay, to access the Platform irrespective of the cause.

14.7. To the extent permissible under applicable laws, You and the Company agree that any cause of action arising out of or related to the Platform, only, must commence within one (1) year after the cause of action accrues, otherwise such cause of action will be permanently barred.

## **15. GRIEVANCE REDRESSAL**

15.1. The Company is not liable for any infringement of copyright arising out of materials posted on or transmitted through the Platform, or items advertised on the Platform, by You or any other User or any

third party. If You are the owner of copyright in any of the Content shared or uploaded on the Platform without Your consent, or You believe that any User of the Services is storing, hosting, uploading or transmitting infringing content, then You are required to send a written notice to [info@kritconsulting.com](mailto:info@kritconsulting.com) providing the following information/details:

- 15.1.1. A physical or electronic signature of a person authorized to act on behalf of the copyright owner for the purposes of the complaint;
- 15.1.2. Identification of the copyrighted work claimed to have been infringed;
- 15.1.3. Identification of the material on the Platform that is claimed to be infringing or to be the subject of infringing activity;
- 15.1.4. The address, telephone number or e-mail address of the complaining party;
- 15.1.5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law;
- 15.1.6. A statement, under penalty of perjury, that the information in the notice of copyright infringement is accurate, and that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed.