

RightsKart Legal Framework

Terms and Conditions

1. Introduction

Welcome to RightsKart. By using our services, you agree to these Terms and Conditions. Please read them carefully.

RightsKart is a marketplace that connects content owners with potential buyers. We facilitate transactions but are not a party to any sale or purchase of rights. These Terms govern your use of our platform, website, and services.

2. Definitions

- **"Content"** means any film, television show, or other audiovisual work that you upload to RightsKart.
- **"Metadata"** means any information about your Content, including but not limited to title, description, cast, crew, runtime, genre, and promotional materials.
- **"Rights"** means the intellectual property rights associated with your Content that you wish to sell or license through RightsKart.
- **"Platform"** means the RightsKart website, mobile applications, and related services.
- **"Seller"** means a user who offers Content Rights for sale or license on the Platform.
- **"Buyer"** means a user who purchases or licenses Rights from a Seller through the Platform.

3. Account Registration

To use RightsKart, you must register and create an account. You must provide accurate and complete information during registration and keep your account information updated. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

4. Content Submission and Seller Representations

When you submit Content to RightsKart, you must agree to the following representations:

- a) Rights Ownership Declaration:** "I confirm that I am the legal owner of the content being submitted or am authorized to act on behalf of the owner with full rights to sell, license, or distribute this content in the territories specified."
- b) Content Accuracy:** "I confirm that all information provided about the content (including synopsis, cast, crew, runtime, and other details) is accurate, truthful, and not misleading."
- c) Content Compliance:** "I confirm that the content does not violate any applicable laws, contains no unauthorized third-party intellectual property, and has all necessary clearances (including but not limited to

music, locations, brands, and footage)."

d) **Rights Availability:** "I confirm that the rights I am offering for sale are currently available, not pre-sold or encumbered in the territories specified, and I have the legal capacity to transfer these rights."

e) **Documentation:** "I agree to provide all necessary documentation (chain of title, contracts, releases, etc.) upon request to verify my claims regarding the content and my right to sell it."

f) **Revenue Terms:** "I understand and accept RightsKart's commission structure of 25% on all completed transactions, and agree to the payment disbursement schedule outlined in the full terms."

g) **Content Takedown:** "I acknowledge that RightsKart reserves the right to remove any content that violates these terms, infringes on others' rights, or does not meet quality standards."

h) **Dispute Resolution:** "I agree to RightsKart's dispute resolution process in case of conflicts regarding rights ownership, content claims, or transaction issues."

i) **Platform Updates:** "I understand that RightsKart may update its terms and conditions, and it is my responsibility to review changes that may affect my listings."

j) **Full Terms:** "I acknowledge that I have read, understood, and agree to be bound by the complete Terms and Conditions and Privacy Policy of RightsKart."

Additionally, you acknowledge that:

- RightsKart may review your Content for compliance with our policies
- RightsKart may reject or remove Content that violates these Terms or our policies
- You remain solely responsible for your Content

5. Rights License for Promotional Purposes

By submitting Content to RightsKart, you grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute, and display your Metadata and promotional materials (including trailers, posters, synopses, and stills) for the purpose of:

- Marketing and promoting your Content on the Platform
- Showcasing your Content to potential Buyers
- Promoting RightsKart's services through our website, social media, newsletters, and industry events

This license remains in effect for the duration that your Content is listed on the Platform plus 30 days after removal. This license does not include rights to the full Content itself.

6. Transactions

RightsKart facilitates transactions between Sellers and Buyers but does not take part in negotiations or guarantee sales. When a transaction is completed:

a) RightsKart will:

- Process payments according to our Payment Terms
- Deduct our applicable fees before releasing funds to Sellers
- Provide transaction documentation to both parties

b) Sellers will:

- Deliver all necessary materials to Buyers as specified in the transaction agreement
- Honor all terms of the transaction agreement
- Remain responsible for resolving any disputes directly with Buyers

7. Fees and Payment

RightsKart charges fees for successful transactions. Our fee structure is published on our website and may be updated from time to time. By using the Platform, you agree to pay all applicable fees.

Payments to Sellers will be made according to our Payment Terms. RightsKart is not responsible for any tax obligations resulting from transactions on the Platform.

8. Rights Challenges

If you believe that Content on RightsKart infringes your intellectual property rights, you may submit a Rights Challenge. Similarly, if your Content is subject to a Rights Challenge, you may respond with a Counter Notice.

a) Rights Challenge Process:

- The challenger must submit a complete Rights Challenge form with all required information according to the Copyright Act, 1957
- RightsKart will notify the Content owner of the challenge
- The Content owner may respond with a Counter Notice
- RightsKart will take appropriate action based on the information provided and in accordance with Indian copyright law

b) Counter Notice Process:

- The Content owner must submit a complete Counter Notice with all required information
- RightsKart will provide the challenger with a copy of the Counter Notice
- RightsKart will take appropriate action based on the information provided and in accordance with Indian copyright law

Rights Challenges and Counter Notices must be submitted truthfully and in good faith. False statements may result in legal consequences under the Copyright Act, 1957 and other applicable Indian laws.

9. Piracy and Content Protection

RightsKart takes content protection seriously, but no system can guarantee absolute security. We implement industry-standard security measures, but:

a) Seller Responsibilities:

- Monitor for unauthorized use of your Content
- Report any instances of piracy to the appropriate platforms
- Submit DMCA takedown notices when necessary

b) RightsKart's Role:

- Implement reasonable security measures to protect Content
- Provide information to help Sellers protect their Rights
- Take appropriate action when notified of unauthorized use

10. Rights Owner Switches

If you sell or transfer ownership of your Content to another party, you must notify RightsKart by:

- a) Sending an email from your registered account email to support@rightskart.com
- b) Including the new owner's email address (they must have a RightsKart account)
- c) Specifying the Content to be transferred and the effective date

Earnings will be paid to the owner of record at the end of each reporting period.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, RIGHTSKART SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- a) YOUR USE OR INABILITY TO USE THE PLATFORM
- b) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY PERSONAL INFORMATION STORED THEREIN
- c) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE PLATFORM
- d) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE PLATFORM
- e) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE PLATFORM

RIGHTSKART'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO THE PLATFORM SHALL NOT EXCEED THE GREATER OF THE AMOUNTS PAID BY YOU TO RIGHTSKART IN THE TWELVE MONTHS PRECEDING THE CLAIM OR \$100.

12. Indemnification

You agree to defend, indemnify, and hold harmless RightsKart and its officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with:

- a) Your access to or use of the Platform
- b) Your violation of these Terms
- c) Your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right
- d) Any claim that your Content caused damage to a third party

13. Termination

RightsKart may terminate or suspend your account and access to the Platform at any time, with or without cause, and with or without notice. Upon termination:

- a) Your license to use the Platform will end
- b) You will no longer have access to your account
- c) RightsKart may delete or retain your Content and account information as required by law or as necessary for our legitimate business purposes

14. Changes to Terms

RightsKart may modify these Terms at any time. We will notify you of material changes by posting the updated Terms on the Platform or by sending you a notification. Continued use of the Platform after the changes take effect constitutes your acceptance of the updated Terms.

15. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of India, without regard to its conflict of law provisions.

Any dispute arising from or relating to these Terms or the Platform shall be resolved through binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 of India. The arbitration shall take place in Mumbai, and the arbitration proceedings shall be conducted in English.

16. General Provisions

a) **Entire Agreement:** These Terms constitute the entire agreement between you and RightsKart regarding the Platform and supersede all prior agreements and understandings.

b) **Waiver:** RightsKart's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision.

c) **Severability:** If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

d) **Assignment:** You may not assign or transfer these Terms without RightsKart's prior written consent. RightsKart may assign or transfer these Terms without restriction.

e) **Notice:** RightsKart may provide notice to you via email or by posting notices on the Platform. You may provide notice to RightsKart by contacting us at support@rightskart.com.

17. Final Confirmation

"By checking all boxes above and clicking 'I Accept', you enter into a legally binding agreement with RightsKart according to these terms."

Rights Challenge Process

Rights Challenge - Notice of Infringement

At RightsKart, protection of intellectual property rights is a top priority. We only accept content from persons who have rights to that content. We have robust rights management tools, but we recognize that disputes over rights can arise from time to time.

If you are an intellectual property rights owner and believe that content on RightsKart infringes your rights, this is the place to let us know. You must be the actual rights owner or an authorized agent to submit a claim.

Important Information:

1. Under the Copyright Act, 1957, which protects intellectual property within India's borders, knowingly making a false claim of infringement is a serious matter. You may be liable for damages (including costs and legal fees) if you misrepresent that content on our platform infringes your copyrights.
2. We suggest, but do not require, that you attempt to resolve your claims informally before submitting a formal notice.
3. We can only accept Allegations of Infringement that are complete and comply with the requirements of the Copyright Act, 1957 and the Copyright Rules, 1958.
4. Intellectual property issues are complex; we recommend consulting with an attorney to ensure your Allegation of Infringement is well-founded.
5. The content owner may respond with a Counter Notice. If we receive such a notice, we will evaluate it according to applicable Indian copyright laws.
6. RightsKart follows the legal framework established by the Copyright Act, 1957 in these matters. We will evaluate all notices and counter-notices according to Indian law.

To submit a Rights Challenge, please complete our Rights Challenge form, available on our website.

Rights Challenge - Response to Allegation of Infringement

If someone has submitted an Allegation of Infringement against content that you provided to RightsKart, you have several options:

1. Do nothing, in which case we will transfer the content to the party claiming rights
2. Agree to transfer the allegedly infringing content to the claiming party
3. Contest the Rights Challenge by filing a Counter Notice

Important Information About Counter Notices:

1. Under Indian copyright law, knowingly making a false claim in your Counter Notice is a serious matter. You may be liable for damages (including costs and legal fees) if you misrepresent that your content does not infringe copyrights.
2. Submitting a Counter Notice can have real legal consequences. The person who filed the Allegation of Infringement may file a lawsuit against you. Consult with a lawyer before submitting your Counter Notice.
3. You need to have a good faith belief to support your Counter Notice.
4. Your Counter Notice must be complete. It is a legal statement you are providing both to RightsKart and to the person who made the Allegation of Infringement.
5. Upon receipt of your Counter Notice, we will promptly provide the person who submitted the original infringement notification with a copy. Do not include private information you do not want them to receive.
6. RightsKart evaluates all notices according to the requirements of the Copyright Act, 1957 and other applicable Indian laws.

To respond to a Rights Challenge, please complete our Counter Notice form, available on our website.

Piracy Concerns

Protecting Your Content on the Internet

The best way to combat piracy is to make your content available on as many reputable services as possible. When viewers cannot find your content on legitimate platforms, they may turn to piracy sites.

How Content Gets Pirated

Bad actors can record your content from any streaming site, including legitimate platforms. There is no foolproof way to prevent this entirely. Your best protection is monitoring sites and filing DMCA takedown requests when you find unauthorized copies.

Before Filing a DMCA Takedown

Make sure to verify that the platform hosting your content is not operated as a brand of one of the channels your content was legitimately delivered to. Check your Dashboard to confirm your distribution channels.

Rights Owner Switches

Transferring Ownership of Your Content

With RightsKart, you can change ownership of your content, allowing the new owner to continue receiving royalties from channels where the content has been distributed.

To assign your content to a new rights holder on RightsKart:

1. From your registered email address, send a message to support@rightskart.com and CC the new content owner's email (ensure they have a RightsKart account)
2. Include the content name and URL that you would like to transfer, and specify when you would like the transfer to take effect
3. We will send an email asking the new owner to confirm their current rights
4. The original owner will receive all earnings through the end of each channel's current reporting period according to our standard Earnings Timeline