Terms of Service

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1. Acceptance of Terms

1.1 These Terms of Service ("Terms") govern your access to and use of the website at neweralistmedia.com (the "Website") and the services provided by The Neweralist Media, based in Bangalore, India ("Neweralist", "we", "us" or "our").

1.2 By accessing the Website, booking a call or engaging our Services, you agree to be bound by these Terms. If you act for a company or firm, you confirm you have authority to bind it, and "you" means that company or firm.

1.3 If you do not agree to these Terms, you must not use the Website or the Services.

2. Definitions

In these Terms:

- **"Agreement"** means the service agreement, statement of work, proposal or order form signed by you and us for a specific engagement.
- **"Client Content"** means any content, materials, data, footage, trademarks or information you provide to us.
- **"Deliverables"** means the final work product we create specifically for you under an Agreement.
- **"Engine"** means each of the service lines described in clause 3.1.
- **"Services"** means the Engines and any other services we provide to you.
- **"Third-Party Platforms"** means platforms we do not control, including LinkedIn, X, YouTube, Instagram, TikTok, Spotify, Apple Podcasts, email providers and advertising networks.

3. Services

3.1 We provide media production, distribution and growth services through five Engines:

1. **People-Led Content Engine:** short-form and long-form video, written posts, carousels, newsletters, community management, the Founder Film and the Narrative Desk.

2. **Podcast Engine:** show development, guest research and booking, recording, editing, clips and distribution.
3. **Outreach Engine:** lead research, video-led email and LinkedIn outreach, reply management, meeting booking and meeting decks.
4. **Ads and Clipping Engine:** paid video advertising, audience targeting, retargeting and content distribution through third-party creator accounts.
5. **Announcement & Launch Engine:** concept development, launch films, creator campaigns and launch-day distribution.

3.2 The specific scope, deliverables, timelines, fees and service commitments for each engagement are set out in your Agreement.

3.3 If there is a conflict between these Terms and an Agreement, the Agreement prevails.

4. Client Responsibilities

4.1 You agree to:

1. provide accurate and complete information necessary for us to deliver the Services;
2. attend scheduled kickoff calls, recording sessions and review calls;
3. respond to requests for feedback and approval within the period set out in your Agreement or, if none is set, within three (3) business days;
4. ensure you hold all rights, licences and consents necessary for the Client Content;
5. pay all fees in accordance with clause 12 and your Agreement; and
6. comply with all applicable laws, regulations and Third-Party Platform rules.

4.2 Our timelines depend on your timely performance of clause 4.1. Any delay on your part extends our timelines by at least the same period, and we are not liable for delays caused by you.

5. Authorisation to Act in Your Name

5.1 Certain Services involve us drafting, publishing or sending content, replies and messages in your name or on behalf of your personnel ("Voice Services"). We will provide Voice Services only with your prior written authorisation, which you may withdraw at any time by written notice.

5.2 Content is submitted for your approval before publication, except for categories of replies you have authorised in writing to be sent without prior approval.

5.3 You are responsible for all content published or sent in your name once approved by you, or sent within a category you authorised under clause 5.2.

5.4 You are responsible for obtaining the written consent of any of your personnel who appear in, or are represented by, the Services.

6. Account Access

6.1 You may grant us access to your social media, podcast, email, calendar, CRM and advertising accounts. You retain full ownership and control of those accounts.

6.2 Access should be granted through each platform's delegated access tools wherever available. You may revoke our access at any time, and any Services dependent on that access will be suspended until access is restored.

6.3 Where we set up separate sending domains for outreach, you own those domains unless your Agreement states otherwise.

7. Advertising, Clipping and Creators

7.1 Advertising spend is charged to advertising accounts owned by you. Advertising spend is separate from our fees unless your Agreement states otherwise.

7.2 Content distributed through third-party creator accounts will be clearly disclosed as promoted or sponsored content, in accordance with applicable advertising laws and platform rules.

7.3 You will be given the proposed creator list for any campaign and may remove any creator before launch.

7.4 Creators are independent third parties and are not our employees, agents or partners. We are not responsible for any creator's conduct outside the content we supply for your campaign.

7.5 Views are counted only where they can be verified using the methods set out in your Agreement.

8. Outreach and Guest Invitations

8.1 We contact prospective leads and podcast guests on your behalf. Every communication identifies its sender and includes a means to opt out. We honour all opt-out requests.

8.2 We do not guarantee that any person will accept an invitation, respond to a message or attend a meeting.

8.3 You are responsible for ensuring that your Ideal Customer Profile and target lists comply with applicable laws on electronic marketing in the jurisdictions you direct us to contact.

9. Clients in Regulated Financial Services

9.1 This clause applies to clients who are M&A advisors, private equity firms, venture capital firms or other regulated financial services businesses.

9.2 We will not publish any content relating to a live or non-public transaction.

9.3 We will announce transactions only after they have been made public by the relevant parties.

9.4 Your compliance function must approve each episode, post, film and campaign before publication.

9.5 You remain solely responsible for identifying confidential information and for complying with the rules of your regulators. Our approval process supports, and does not replace, your compliance obligations.

10. Service Commitments

10.1 We offer the following commitments ("Service Commitments"). Each applies only to the Engine named, and only where included in your Agreement:

1. **Day-4 Promise (People-Led Content Engine).** If your content is not live by day four (4) of the engagement, the fees for your first month are waived. This commitment applies only if you complete the kickoff call and first recording session within the first three (3) days.
2. **Keep-Working Guarantee (all Engines).** If we fail to deliver a Deliverable specified in your Agreement, we will continue working at no additional charge until it is delivered.
3. **Only-Real-Meetings Rule (Outreach Engine).** The definition of a qualified meeting will be agreed in writing. Only meetings meeting that definition count toward any meeting target.
4. **10 Million Promise (Ads and Clipping Engine).** If your clips do not reach ten million (10,000,000) verified views within the first one hundred and twenty (120) days, we will continue clipping at our own cost until they do. This commitment applies only where the minimum distribution budget set out in your Agreement is in place.
5. **3 Million Promise (Announcement & Launch Engine).** If your launch does not reach three million (3,000,000) views, we will continue distribution at our own cost until it does. This commitment applies only where the minimum distribution budget set out in

your Agreement is in place.

10.2 The remedy stated for each Service Commitment is your sole and exclusive remedy for our failure to meet it.

10.3 Service Commitments relate only to our delivery, timelines and verified views. We do not guarantee revenue, sales, deals, funding, hires or any other business outcome.

11. Intellectual Property

11.1 **Client Content.** You retain all rights in the Client Content. You grant us a non-exclusive, royalty-free licence to use the Client Content solely for the purpose of delivering the Services.

11.2 **Deliverables.** Upon payment in full of all fees due, ownership of the Deliverables transfers to you, unless your Agreement states otherwise.

11.3 **Our Materials.** We retain all rights in our proprietary tools, processes, templates, frameworks, methodologies and service names, including the names of our Engines and their components.

11.4 **Third-Party Materials.** Licensed music, stock footage, fonts and other third-party materials remain subject to their own licence terms, which we will notify to you.

11.5 **Portfolio.** Unless you object in writing, we may identify you as a client and display public Deliverables in our portfolio. We will not display confidential material, and will not display material for clients under clause 9 without the approval of their compliance function.

12. Fees and Payment

12.1 Fees and payment terms are set out in your Agreement.

12.2 Invoices are due upon receipt unless otherwise agreed in writing.

12.3 If any amount remains unpaid more than fourteen (14) days after its due date, we may suspend the Services until payment is received. Late payments may also incur interest charges.

12.4 All fees are non-refundable unless otherwise stated in these Terms or your Agreement.

12.5 Fees exclude taxes, advertising spend, creator payments and travel expenses unless your Agreement states otherwise.

12.6 We accept a limited number of new clients each month, starting on fixed start dates. A start date is reserved only once your Agreement is signed and your first invoice is paid.

13. Confidentiality

13.1 We will treat all non-public information you disclose to us, including financial information, business plans, transaction details and customer data, as confidential.

13.2 We will not disclose confidential information to any third party without your consent, except (a) to our personnel and subcontractors who need it to deliver the Services and are bound by equivalent obligations, or (b) as required by law.

13.3 This clause survives termination of any engagement.

14. Warranties and Disclaimers

14.1 We will perform the Services with reasonable skill and care.

14.2 Except for the Service Commitments in clause 10 and any express warranty in your Agreement:

1. we do not guarantee any specific results, metrics or outcomes, including views, followers, engagement, rankings, replies, meetings, leads or revenue;
2. the Website and Services are provided "as is" and "as available"; and
3. to the maximum extent permitted by law, we disclaim all other warranties, express or implied, including warranties of merchantability, fitness for a particular purpose and non-infringement.

14.3 We are not responsible for the actions, policies, outages, algorithm changes or enforcement decisions of any Third-Party Platform, including the restriction or removal of content or accounts.

15. Limitation of Liability

15.1 To the maximum extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential or punitive damages, including loss of profits, data, transactions or business opportunities.

15.2 Our total liability for any claim shall not exceed the fees paid by you for the specific Services giving rise to the claim.

15.3 Nothing in these Terms limits or excludes liability that cannot be limited or excluded by law.

16. Indemnification

You agree to indemnify and hold harmless Neweralist and its officers, directors, employees, contractors and agents from any claims, damages, losses or expenses (including reasonable legal fees) arising from (a) the Client Content, (b) content you approved or authorised under clause 5, (c) your breach of these Terms or your Agreement, or (d) your violation of any law or third-party right.

17. Term and Termination

17.1 Either party may terminate an engagement:

1. for convenience, on thirty (30) days' written notice, subject to any minimum term in your Agreement;
2. immediately, for material breach that remains uncured fourteen (14) days after written notice; or
3. immediately, if the other party becomes insolvent, enters administration or files for bankruptcy.

17.2 Upon termination: (a) you will pay for all Services performed and expenses incurred up to the termination date; (b) we will deliver all completed Deliverables for which payment has been received; and (c) we will relinquish our access to your accounts.

17.3 Clauses 11, 13, 15, 16 and 19 survive termination.

18. Force Majeure

Neither party shall be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including natural disasters, acts of war, terrorism, pandemics, government action, internet or utility failures, and Third-Party Platform outages. Affected timelines will be extended by the period of the delay.

19. Governing Law and Disputes

19.1 These Terms are governed by the laws of India.

19.2 The parties will first attempt in good faith to resolve any dispute through direct negotiation. If the dispute is not resolved within thirty (30) days, the courts of Hyderabad, Telangana, India shall have exclusive jurisdiction.