

PRIVACY POLICY

Introduction

CROSBIRD (“we”, “our”, “us”) respects the privacy of its users and is committed to protecting their personal data. This Privacy Policy explains how CROSBIRD collects, uses, processes, stores, shares, and safeguards personal data when you access or use the CROSBIRD mobile application, website, or related services (collectively, the “Platform”). This Privacy Policy is framed in accordance with the Digital Personal Data Protection Act, 2023, the Information Technology Act, 2000, and the rules and regulations made thereunder, including the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011.

By accessing or using the Platform, you acknowledge that you have read, understood, and agreed to the collection and processing of your personal data in accordance with this Privacy Policy and applicable Indian laws. Where required, we obtain your explicit consent before collecting or processing your personal data.

CROSBIRD acts as a Data Fiduciary in respect of the personal data collected through the Platform, and users of the Platform are regarded as Data Principals as defined under the Digital Personal Data Protection Act, 2023.

This Privacy Policy should be read in conjunction with our Terms and Conditions and applies to all users, whether registered or unregistered, who access or use the Platform.

DEFINITIONS

For the purposes of this Privacy Policy, unless the context otherwise requires, the following terms shall have the meanings assigned to them below:

1. Personal Data

“Personal Data” shall have the same meaning as assigned to it under the Digital Personal Data Protection Act, 2023, and refers to any data about an individual who is identifiable by or in relation to such data, including but not limited to name, contact details, identifiers, online identifiers, or any other information that can be reasonably linked to an identifiable individual.

2. Other Information Provided by You

“Other Information” means any information, data, content, or details voluntarily provided by you while using the Platform, including information shared through forms, profiles, communications, preferences, feedback, or interactions.

Such information is collected and processed for the purpose of:

Providing services and features of the Platform

Enhancing user experience

Offering personalized content, recommendations, or benefits

Improving platform functionality and performance

This information shall be processed only to the extent necessary for lawful purposes connected with the functioning of the Platform and in compliance with applicable laws.

3. Consent

“Consent” means any freely given, specific, informed, and unambiguous indication of the Data Principal’s agreement to the processing of their Personal Data, as defined under the Digital Personal Data Protection Act, 2023.

For the purposes of this Privacy Policy, consent shall be deemed to have been provided when an individual downloads, installs, accesses, or uses the CROSBIRD application or Platform, after being provided with clear and accessible information regarding the collection and processing of their Personal Data through this Privacy Policy.

Where required under applicable law, such consent shall constitute valid and lawful consent for the purposes for which the Personal Data is collected and processed, and the Data Principal shall have the right to withdraw such consent in the manner specified under this Privacy Policy.

4. Platform

“Platform” means the CROSBIRD mobile application, website, and any related digital services, features, or tools offered by CROSBIRD from time to time.

5. Data Principal

“Data Principal” means the individual to whom the Personal Data relates, as defined under the Digital Personal Data Protection Act, 2023.

6. Data Fiduciary

“Data Fiduciary” means CROSBIRD, which alone or in conjunction with others determines the purpose and means of processing Personal Data, as defined under the Digital Personal Data Protection Act, 2023.

7. Users

“Users” means any individual or entity who accesses, registers on, or uses the CROSBIRD Platform in any capacity, including but not limited to content creators, service providers, customers, clients, celebrities, influencers, child artists, and other participants, irrespective of gender.

Users shall include individuals identifying as male, female, or third gender, and shall be treated equally and without discrimination in accordance with applicable laws.

8. Celebrity

“Celebrity” means any individual who has attained public recognition, visibility, or influence by virtue of their profession, achievements, media presence, public appearances, or substantial following across digital, social, entertainment, sports, artistic, or professional platforms.

For the avoidance of doubt, classification of any User as a Celebrity shall not imply endorsement, verification, sponsorship, or approval by CROSBIRD of such User, their content, services, or representations.

9. Influencer

“Influencer” means any individual who, through social media, digital platforms, public engagement, or other means, possesses the ability to influence public opinion, consumer behavior, or audience engagement, whether or not such individual is formally designated as a celebrity.

Influencers may include, without limitation, content creators, digital creators, artists, professionals, or public figures with varying degrees of audience reach or engagement.

10. Child Artist

“Child Artist” means any User who is below the age of eighteen (18) years and participates on the Platform in a creative, artistic, promotional, or performance-related capacity, subject to applicable laws relating to minors, parental or guardian consent, and child protection regulations.

11. Special Contract

“Special Contract” means a separate, independent, campaign-specific commercial agreement executed directly between a brand, celebrity, influencer, or their authorised representatives for a particular advertisement, endorsement, or brand promotion, to which CROSBIRD is not a party and for which CROSBIRD assumes no rights, obligations, or liability.

12. Creator

For the purposes of the Platform, “Creator” means any individual or entity who, whether directly or through a verified parent or legal guardian (in the case of a minor or child artist), creates, publishes, displays, shares, or makes available Content or offers creative, promotional, endorsement, or professional services through or in connection with CROSBIRD, including but not limited to influencers, celebrities, artists, performers, subject-matter experts, or other content producers.

A Creator acts solely in an independent capacity and nothing contained on the Platform or in these Terms shall be construed as creating any relationship of employment, agency, partnership, joint venture, or representation between CROSBIRD and the Creator.

CROSBIRD does not control, supervise, or direct the activities, Content, or services of any Creator and functions strictly as a technology intermediary facilitating discovery, communication, and transactions between users.

13. Content

For the purposes of the Platform, “Content” shall mean any information, material, data, or communication, in any form or medium, whether created, uploaded, shared, displayed, transmitted, accessed, or otherwise made available by a user through or in connection with CROSBIRD, including but not limited to:

- Text, descriptions, captions, comments, messages, reviews, and communications;
- Photographs, images, graphics, logos, designs, and visual material;
- Audio, video, reels, live streams, recordings, and audiovisual works;
- Advertisements, endorsements, promotional materials, brand integrations, and sponsored content;
- Profile information, biographical details, social media handles, metrics, and portfolio data;
- Links, URLs, metadata, hashtags, and embedded third-party content;
- Any other material or data, whether proprietary or non-proprietary, uploaded or generated by users.
- Content shall include user-generated content, third-party content, and advertising content, but shall exclude any content created solely by CROSBIRD in its capacity as a platform operator.

CROSBIRD does not initiate, select, modify, or control user Content and acts strictly as an intermediary in respect thereof.

Itemised Data Collection and Purpose Limitation (CROSBIRD Platform)

CROSBIRD (“Platform”, “we”, “us”) collects only such personal data as is reasonably necessary to operate as a neutral intermediary between independent entities. The categories of data collected and their purposes are outlined below:

1. Identity Data

Includes name, date of birth, and gender.

Purpose:

Creation and authentication of user accounts on CROSBIRD

Compliance with applicable laws and regulatory requirements

Prevention of impersonation, fraud, and misuse of the Platform

2. Professional / Public Profile Data

Includes social media handles, publicly available follower counts, and engagement metrics.

Purpose:

Facilitating discovery and matching between entities using CROSBIRD

Enabling counterparties to make informed engagement decisions

Display of user profiles within the CROSBIRD Platform ecosystem

Clarification: CROSBIRD does not independently verify, endorse, or guarantee the accuracy or commercial value of such data unless expressly stated.

3. Financial and Taxation Data

Includes bank account details, PAN, and GSTIN (where applicable).

Purpose:

Processing of platform facilitation fees

Settlement-related compliance, invoicing, and statutory filings

Compliance with applicable taxation and accounting laws

Important: Financial data is processed through authorised third-party payment service providers. CROSBIRD does not store such data beyond what is legally required.

4. Behavioural and Technical Data

Includes application usage logs, device identifiers, and IP addresses.

Purpose:

Maintaining the security and integrity of the CROSBIRD Platform

Detecting fraudulent, abusive, or unauthorised activity

System analytics and performance optimisation

Lawful Basis for Processing

CROSBIRD processes personal data on the basis of free, specific, informed, and unambiguous consent, except where processing is otherwise permitted or required under applicable law.

By accessing or using the Platform, the user ("Data Principal") consents to such processing strictly for the purposes stated above.

Data Retention and Erasure

CROSBIRD retains personal data only for such period as is reasonably necessary to fulfil the purposes for which the data was collected, or as otherwise required to comply with applicable laws, regulatory requirements, accounting standards, or lawful directions of competent authorities.

Where a user account remains inactive for a continuous period of three (3) years, CROSBIRD may, at its discretion, initiate the process of erasure of personal data from its primary operational systems.

Prior to such erasure, CROSBIRD shall make reasonable efforts to notify the concerned user at least forty-eight (48) hours in advance, using the last available contact details on record.

Notwithstanding the above:

CROSBIRD may retain certain data where retention is mandated or permitted by law, including for taxation, audit, dispute resolution, enforcement of legal rights, or regulatory compliance;

Erasure shall not apply to data required for ongoing legal proceedings, investigations, or statutory obligations;

Data may continue to exist in secure backups or archival systems for limited periods, subject to applicable retention policies and security safeguards.

Rights of Data Principals (DPDP Act, 2023)

As a Data Principal, you have the following rights under the Digital Personal Data Protection Act, 2023:

a) Right to Information

You may request details regarding:

Personal data processed by CROSBIRD

The purpose of such processing

The identities of third-party data processors, where applicable

b) Right to Correction and Erasure

You may request:

Correction of inaccurate or outdated personal data

Erasure of personal data once the specified purpose is fulfilled, subject to statutory retention obligations

c) Right to Withdrawal of Consent

You may withdraw your consent at any time through the in-app Consent Management Dashboard provided by CROSBIRD.

Withdrawal shall take effect within 7 working days.

Certain features or services may become unavailable upon withdrawal

Withdrawal shall not affect processing required to comply with law

WOMEN SAFETY & POSH COMPLIANCE

Commitment to Safety and Dignity

CROSBIRD is committed to providing a platform that upholds the dignity, safety, and equality of women and adheres to:

- The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 (POSH Act);
- The Vishaka Guidelines and subsequent directions issued by the Hon'ble Supreme Court of India;
- Applicable labour, criminal, and cyber safety laws.

User Obligations

All users agree that they shall not engage in any conduct, whether online or offline, facilitated through the Platform, that constitutes:

- Sexual harassment, unwelcome advances, or inappropriate communication;
- Gender-based discrimination, coercion, intimidation, or exploitation;
- Creation, solicitation, or circulation of sexually explicit, suggestive, or offensive material without lawful consent.

Platform Role & Reporting

CROSBIRD acts strictly as an intermediary platform and does not supervise or control user interactions.

Users may report safety concerns or alleged violations through CROSBIRD's designated grievance and reporting mechanism.

Upon receipt of a valid complaint, CROSBIRD shall take reasonable and lawful action, including access restriction, account suspension, or cooperation with lawful authorities, in accordance with applicable law.

POSH Responsibility Allocation

CROSBIRD does not function as the employer, workplace, or principal employer for users engaging with one another through the Platform.

Compliance with the POSH Act, including constitution of an Internal Committee (IC) or Local Committee (LC), shall remain the responsibility of the respective employer, brand, agency, or contracting party under the applicable Special Contract.

CROSBIRD shall not be responsible for investigation, adjudication, or disciplinary action under the POSH Act, except to the extent required by law as an intermediary.

Indemnity (Women Safety & POSH Claims)

Users agree to indemnify and hold harmless CROSBIRD from any claims, complaints, proceedings, liabilities, penalties, or damages arising out of:

- Alleged or actual violations of the POSH Act or Supreme Court guidelines;
- Acts or omissions constituting sexual harassment or gender-based misconduct;
- Failure of employers, brands, agencies, parents, or guardians to comply with statutory safety obligations.

No Waiver of Statutory Rights

Nothing in this clause shall be construed to:

- Limit or waive any statutory rights available to women under applicable law; or
- Prevent users from approaching appropriate legal or statutory authorities.

CHILD RIGHTS, CHILD ARTISTS & MINOR ACCESS POLICY (CROSBIRD)

1. Recognition of Child Rights

CROSBIRD acknowledges and affirms the rights of children as recognised under applicable laws and guidelines of the Government of India, including but not limited to:

- The Constitution of India (Articles 21, 21A, 24)
- The Juvenile Justice (Care and Protection of Children) Act, 2015
- The Child and Adolescent Labour (Prohibition and Regulation) Act, 1986
- The Child Labour (Prohibition and Regulation) Amendment Rules, 2017 (Child Artists)
- Guidelines issued by the Ministry of Labour & Employment and other competent authorities

CROSBIRD is committed to ensuring that the use of its Platform does not result in exploitation, abuse, or unlawful engagement of minors.

2. Access by Minors

Access to and use of the CROSBIRD Platform by a minor (below 18 years of age) is permitted only under the supervision and consent of a parent or lawful guardian.

Minors are not permitted to independently create or operate an account on the Platform.

3. Parental / Guardian Supervision & Consent

Where a child artist or minor user is involved:

Account creation and platform access shall be carried out only by a verified parent or lawful guardian

The parent/guardian shall be solely responsible for:

All activities undertaken through the account

Compliance with applicable child protection and labour laws

Any contractual or commercial engagements arising through the Platform

CROSBIRD shall not be responsible for the conduct of the parent/guardian or third parties interacting with the minor.

4. Verification through Technical Process

CROSBIRD reserves the right to implement technical and procedural verification mechanisms to ensure compliance with child protection laws, which may include:

Age declaration and validation

Parent/guardian identity verification

Digital consent and authorisation workflows

Additional documentation as required by law or internal compliance policy
CROSBIRD may suspend or restrict access if verification requirements are not met or if misuse is suspected.

5. Prohibition of Exploitation

The Platform strictly prohibits:

Engagement of minors in prohibited or hazardous activities

Any form of exploitation, coercion, or inappropriate representation

Use of the Platform in violation of child labour or child protection laws

Any violation may result in immediate account suspension, reporting to authorities, and other actions as deemed appropriate.

6. Data Protection of Minors

Personal data of minors shall be processed only with verifiable parental or guardian consent, in accordance with the Digital Personal Data Protection Act, 2023.

CROSBIRD shall take enhanced care to ensure that:

Data collected is minimal and purpose-limited

Data is not used for targeted advertising or profiling of minors

Data is retained only as long as legally required

7. Child-Related Indemnity.

To the maximum extent permitted under applicable law, the parent, legal guardian, brand, agency, producer, advertiser, or any other user engaging with or facilitating the participation of a minor or child artist through the Platform shall fully indemnify, defend, and hold harmless CROSBIRD, its parent entity, affiliates, directors, officers, employees, and agents from and against any and all claims, complaints, actions, proceedings, liabilities, penalties, fines, damages, costs, and expenses (including reasonable legal fees) arising out of or relating to: Any engagement, appearance, endorsement, performance, or activity involving a minor or child artist;

- Any actual or alleged violation of child protection, child labour, child welfare, or online safety laws, including the JJ Act, POCSO Act, Child Labour laws, and applicable Supreme Court guidelines;
- Failure to obtain or maintain valid parental consent, statutory permissions, licences, approvals, or welfare clearances;
- Any act, omission, misrepresentation, negligence, or misconduct by parents, guardians, brands, agencies, producers, or third parties in connection with a minor;
- Any content created, shared, promoted, or monetised involving a minor that is unlawful, inappropriate, or harmful.

This indemnity shall apply irrespective of whether such claims are brought by the minor, a parent or guardian, a regulatory authority, or any third party, and shall survive termination of the user's account or access to the Platform.

Statutory Carve-Out

Nothing in this clause shall apply to losses arising solely from proven fraud or wilful misconduct directly attributable to CROSBIRD, to the extent such liability cannot be excluded under applicable law.

CROSBIRD CONTENT, ADVERTISING & DISCLOSURE COMPLIANCE POLICY

(Standalone Policy – Binding on All Users)

1. Policy Objective and Legal Positioning

- This Policy is issued by CROSBIRD, a technology-based intermediary platform, in compliance with: Section 79 of the Information Technology Act, 2000
- Rule 3 of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021
- Consumer Protection Act, 2019
- CCPA Guidelines for Prevention of Misleading Advertisements and Endorsements, 2022
- ASCI Guidelines for Influencer Advertising
- Applicable child protection and advertising laws of India

CROSBIRD acts solely as an intermediary and does not create, curate, endorse, verify, or approve user-generated content or advertisements unless expressly stated in writing.

2. User Responsibility and Platform Neutrality

All content, advertisements, endorsements, representations, and disclosures hosted or transmitted through CROSBIRD are solely the responsibility of the user who originates or publishes such content.

CROSBIRD:

- Does not guarantee legality, accuracy, or compliance of user content
- Does not act as an editor, publisher, advertiser, or endorser
- Shall not be liable for any violation committed by users
- Use of the Platform constitutes acceptance of this Policy.

3. Prohibited Content (Rule 3(1)(b) – IT Rules, 2021 Compliance)

Users shall not host, display, upload, modify, publish, transmit, store, update, or share any content or information that:

- Belongs to another person and to which the user does not have any lawful right;
- Is defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, insulting, or harassing;
- Is harmful to children, including content involving sexualisation, exploitation, unsafe depiction, or unlawful engagement of minors;
- Infringes any patent, trademark, copyright, trade secret, or other proprietary or intellectual property rights;
- Violates any applicable law, regulation, judicial order, or governmental guideline in force in India;
- Deceives or misleads recipients about the origin of content, communicates false or misleading information, or constitutes misinformation;
- Impersonates another person, entity, authority, or falsely represents affiliation;
- Contains software viruses, malware, spyware, ransomware, or any computer code designed to disrupt, damage, or limit the functionality of any computer resource.

CROSBIRD reserves the absolute right to remove, disable access to, or restrict such content without prior notice in order to comply with legal obligations.

4. Advertising, Endorsements & Disclosure Obligations

All advertising, promotional, endorsement, or sponsored content facilitated through CROSBIRD must strictly comply with:

ASCI Guidelines

CCPA Guidelines, 2022

Sector-specific advertising laws (FinTech, Health, Skincare, Education, etc.)

4.1 Mandatory Disclosure Requirements

Influencers must use clear, prominent, and unambiguous disclosure labels, including but not limited to:

#Ad

#Sponsored

#PaidPartnership

Disclosures must be:

Visible above the fold

Clearly distinguishable from hashtags or captions

Platform-appropriate (video, reel, post, story, etc.)

Failure to disclose constitutes a misleading advertisement under Indian law.

4.2 Self-Declaration Certificate (SDC) Compliance

Advertisers are solely responsible for uploading a valid Self-Declaration Certificate (SDC) prior to publishing any digital advertisement, as mandated by judicial directions and government guidelines.

CROSBIRD does not verify, validate, or certify the authenticity of SDCs.

Any false or invalid declaration shall be the exclusive liability of the advertiser.

4.3 Due Diligence for High-Risk Categories

For endorsements involving high-risk sectors, including but not limited to:

- FinTech
- Health & Wellness
- Skincare & Cosmetics
- Nutrition & Supplements

Influencers must:

Conduct reasonable due diligence

Verify factual accuracy of claims

Ensure compliance with sector-specific laws

CROSBIRD does not independently assess or certify such claims and assumes no liability arising from them.

5. Enforcement, Suspension & Reporting

CROSBIRD reserves the right to:

- Suspend or terminate accounts
- Remove or restrict access to content
- Withhold facilitation of campaigns
- Report violations to competent authorities

Such actions may be taken without prior notice where required by law or platform risk management.

6. Safe Harbour and Limitation of Liability

This Policy is issued to comply with statutory due diligence obligations and does not amount to editorial control.

CROSBIRD shall not be liable for:

- User-generated content
- Advertising violations by users
- Regulatory penalties imposed on advertisers or influencers
- Third-party claims arising from endorsements or representations

Users agree to indemnify and hold harmless CROSBIRD against all claims, penalties, losses, and expenses arising from their violations.

7. Reporting Mechanism

Users may report prohibited content or advertising violations via:

- Email: [Grievance Email]
- In-App Reporting Tools

CROSBIRD shall act in accordance with applicable law and intermediary obligations.

8. Independent Commercial Contracts Between Users

8.1 No Contractual Participation by CROSBIRD

CROSBIRD acts solely as a technology-based intermediary facilitating discovery and communication between brands, celebrities, and influencers.

Except as expressly stated in writing, CROSBIRD is not a party to, does not draft, negotiate, execute, guarantee, or enforce any commercial agreement, endorsement arrangement, or advertising contract between users.

8.2 Requirement of Separate Campaign-Specific Contract

Any engagement relating to:

- Brand promotion
- Advertising campaigns
- Endorsements
- Sponsored content
- Commercial collaborations

shall be governed exclusively by a separate, independent, campaign-specific contract ("Special Contract") executed directly between the concerned brand, celebrity, influencer, or their authorised representatives.

- Such Special Contract shall define, *inter alia*:
- Scope of work and deliverables
- Consideration and payment terms
- Disclosure obligations
- Intellectual property usage
- Timelines and performance standards
- Termination and dispute resolution

8.3 CROSBIRD Not Bound by Special Contracts

CROSBIRD:

Shall not be bound by the terms of any Special Contract

Shall have no obligation to monitor, enforce, or interpret such contracts

Shall bear no liability arising out of breach, delay, non-performance, misrepresentation, or dispute under such contracts

All rights and liabilities arising from Special Contracts remain strictly *inter se* between the contracting users.

8.4 No Agency, Partnership, or Representation

The existence of any Special Contract shall not be construed as creating:

An agency relationship

A partnership or joint venture

Employment or representation

between CROSBIRD and any user.

No user is authorised to bind CROSBIRD, represent CROSBIRD, or create obligations on behalf of CROSBIRD.

8.5 Dispute Segregation

Any dispute, claim, or legal proceeding arising out of or relating to a Special Contract shall:

Be resolved solely between the contracting parties

Not involve CROSBIRD as a necessary or proper party

CROSBIRD may, at its discretion, provide limited platform-level assistance without assuming any legal responsibility or liability.

8.6 Platform Fee Independence

Any platform fee charged by CROSBIRD is:

Consideration for access to and use of the Platform

Independent of the commercial terms of any Special Contract

Not linked to the execution, performance, or success of any advertising campaign

DISCLOSURE OF PERSONAL DATA TO THIRD PARTIES

CROSBIRD does not disclose, transfer, or share Personal Data of Data Principals except in the circumstances expressly stated below and in accordance with applicable Indian laws.

1. Disclosure for Legal and Regulatory Compliance

CROSBIRD may disclose Personal Data where such disclosure is required or permitted under applicable law, including but not limited to:

Compliance with any order, direction, decree, or notice issued by a court, tribunal, or judicial authority of competent jurisdiction;

Compliance with requests from law enforcement agencies, investigative authorities, or statutory bodies acting under lawful authority;

Compliance with directions or orders issued by the Central Government or State Government under the Information Technology Act, 2000, the Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS), or any other applicable statute, rules, regulations, or delegated legislation;

Disclosure necessary to protect the rights, property, or safety of CROSBIRD, its users, or the public, as required under law.

Such disclosures shall be limited to the extent strictly necessary to comply with the legal obligation.

2. Disclosure in Case of Business Transfers

In the event of a merger, amalgamation, acquisition, restructuring, sale of assets, or transfer of business, in whole or in part, Personal Data may be disclosed or transferred to the relevant third party or successor entity, provided that:

Such disclosure or transfer is carried out in accordance with applicable data protection laws; and

The receiving entity is bound by obligations to protect Personal Data at a standard no less than that set out in this Privacy Policy.

3. Disclosure to Service Providers

CROSBIRD may disclose Personal Data to third-party service providers, vendors, or contractors engaged by CROSBIRD for the purpose of providing services on its behalf, including but not limited to:

Payment gateway and financial service providers
Cloud hosting and data storage providers
Technology infrastructure and analytics providers
Communication and notification service providers
Such service providers shall process Personal Data only under contractual obligations, including confidentiality, data security, and non-misuse clauses, and solely for the purposes specified by CROSBIRD.

4. Disclosure for User Benefit

Personal Data may be disclosed to third parties only to the extent necessary to provide services, features, benefits, or personalized experiences requested or availed by the user through the Platform.

Such disclosure shall be limited, purpose-specific, and aligned with the legitimate interests of the Data Principal.

WHAT CROSBIRD DOES NOT SHARE

Notwithstanding anything contained herein:

CROSBIRD does not sell, rent, trade, or commercially exploit Personal Data of users in any manner whatsoever.

CROSBIRD does not share private communications, including personal messages, communications content, or confidential user interactions, with any third party, except where disclosure is required by law or pursuant to a lawful order of a competent authority.

NATURE OF THE PLATFORM AND INTERMEDIARY STATUS

Mediator Application – Functional Definition

CROSBIRD is a technology-based mediator application that facilitates interaction, communication, and transactions between two or more independent users or entities (“Users”) through the Platform. CROSBIRD merely provides the digital infrastructure, tools, and technological framework to enable such interaction and does not initiate, modify, select, or control the content, communications, information, or transactions exchanged between Users.

CROSBIRD does not act as a party to any agreement, contract, negotiation, or transaction between Users and does not assume responsibility for the conduct, representations, obligations, or performance of any User.

Intermediary Status under the Information Technology Act, 2000

CROSBIRD qualifies as an “intermediary” within the meaning of Section 2(1)(w) of the Information Technology Act, 2000, as it receives, stores, transmits, or provides access to information on behalf of Users through the Platform.

Accordingly, CROSBIRD is entitled to the safe harbour protection under Section 79 of the Information Technology Act, 2000, subject to compliance with applicable laws, rules, and guidelines.

Scope of Responsibility and Safe Harbour Protection

In accordance with Section 79 of the Information Technology Act, 2000:

1. CROSBIRD does not have actual knowledge of, nor does it initiate or control, the transmission of information hosted, published, or exchanged by Users on the Platform;

2. CROSBIRD does not select the receiver of the information or modify the information contained in the transmission;
3. CROSBIRD shall not be liable for any third-party information, data, communication, or content made available by Users through the Platform, except as required under applicable law.
4. CROSBIRD shall act upon receiving actual knowledge or lawful notice of any unlawful content or activity in accordance with the Information Technology Act, 2000, the rules framed thereunder, and applicable judicial directions.

No Endorsement or Control

The availability of any User, content, service, or communication on the Platform shall not be construed as endorsement, verification, sponsorship, or approval by CROSBIRD. All interactions between Users are undertaken at their own discretion and risk.

Preservation of Legal Rights

Nothing contained herein shall be construed as limiting CROSBIRD's right to:

Comply with lawful orders, directions, or requests from courts, law enforcement agencies, or government authorities;

Take appropriate action, including removal or disabling of access to content, where required under applicable law.

SPECIAL CLAUSE: OFF-PLATFORM INTERACTIONS AND LIMITATION OF LIABILITY

Notwithstanding anything contained elsewhere in this Privacy Policy or any other policy or agreement of CROSBIRD , it is hereby expressly clarified that

CROSBIRD shall not be responsible or liable, in any manner whatsoever, for any communication, agreement, understanding, negotiation, transaction, deal, meeting, arrangement, or interaction of any nature entered into or conducted outside the Platform, whether oral or written, between users of CROSBIRD.

Any interaction between users that occurs beyond the technological infrastructure and functional control of the Platform, including but not limited to in-person meetings, telephonic conversations, video calls, messaging applications, emails, or third-party platforms, shall be deemed to be solely at the risk and discretion of the users involved.

CROSBIRD does not supervise, monitor, validate, endorse, or guarantee:

- the identity, conduct, intentions, representations, or performance of any user;
- the legality, enforceability, or outcome of any off-platform agreement or transaction;
- the occurrence, safety, or consequences of any off-platform meeting or interaction.

Accordingly, CROSBIRD expressly disclaims all liability, whether civil or criminal, direct or indirect, arising out of or in connection with any off-platform interaction, agreement, or transaction between users, except to the extent such liability cannot be excluded under applicable law.

Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or fiduciary relationship between CROSBIRD and any user, or between users inter se.

GOVERNING LAW, DISPUTE RESOLUTION AND JURISDICTION

1. Governing Law

This Privacy Policy and the Terms and Conditions shall be governed by and construed in accordance with the laws of India, without regard to conflict of law principles.

2. Alternative Dispute Resolution (First Preference)

In the event of any dispute, controversy, claim, or disagreement arising out of or in connection with this Privacy Policy, the Terms and Conditions, or the use of the CROSBIRD Platform, the parties shall, in the first instance, make a good-faith effort to resolve the dispute through Alternative Dispute Resolution (ADR) mechanisms.

Such ADR may include negotiation, mediation, or conciliation, conducted in accordance with applicable Indian laws. The parties shall endeavor to resolve the dispute amicably within a reasonable period in Mumbai, Maharashtra, India before initiating any formal legal proceedings.

3. Court Jurisdiction (Second Preference)

Where a dispute is not resolved through ADR within a reasonable time, or where ADR is not permissible under applicable law, the dispute shall be subject to the exclusive jurisdiction of the competent courts at Mumbai, Maharashtra, India, where the registered or head office of CROSBIRD is situated.

INDEMNITY (PLATFORM-PROTECTIVE & ENFORCEABLE)

Each user (including brands, advertisers, influencers, celebrities, parents, and legal guardians, as applicable) agrees to indemnify, defend, and hold harmless CROSBIRD, its parent entity, affiliates, directors, officers, employees, and agents from and against any and all claims, demands, actions, proceedings, losses, damages, liabilities, penalties, fines, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:

1. User Content & Conduct

Any content, advertisement, endorsement, representation, communication, or material created, uploaded, published, shared, or promoted by the user through or in connection with the Platform.

2. Breach of Platform Policies

Any breach of these Terms and Conditions, Privacy Policy, Prohibited Content Policy, Advertising & Disclosure Policy, or any other guidelines issued by CROSBIRD.

3. Violation of Law

Any violation of applicable laws, regulations, or guidelines, including but not limited to: Information Technology Act, 2000 and Intermediary Rules; Consumer Protection Act, 2019 and CCPA Guidelines, 2022; ASCI Guidelines for Influencer Advertising; DPDP Act, 2023; Child labour, child protection, and child artist regulations.

4. Intellectual Property & Consumer Claims

Any claim relating to infringement of intellectual property rights, misleading advertisements, unfair trade practices, deceptive endorsements, or consumer harm.

5. Special Contracts & Commercial Disputes

Any dispute, claim, liability, or loss arising out of or in connection with any Special Contract entered into between users, including issues relating to consideration, performance, deliverables, timelines, termination, or representations.

6. Child Accounts & Guardian Responsibility

In case of minor or child artist accounts, any act, omission, misrepresentation, or non-compliance by the parent or legal guardian, including failure to obtain statutory permissions, approvals, or consents.

Survival

This indemnity obligation shall survive the suspension, termination, or deletion of the user's account and use of the Platform.

Indemnity & Liability Cap Clarification

Nothing in this clause shall be construed to:

Impose any liability on CROSBIRD beyond the Limitation of Liability clause; or

Require CROSBIRD to indemnify any user.

CROSBIRD's liability, if any, shall remain strictly capped to the platform fees paid, as expressly provided in these Terms.

Statutory Carve-Out

This indemnity shall not apply to losses arising solely from:

- Proven fraud committed directly by CROSBIRD; or
- Wilful misconduct attributable exclusively to CROSBIRD.

Grievance Redressal Officer

In accordance with the Information Technology Act, 2000, the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, and the Digital Personal Data Protection Act, 2023, CROSBIRD has appointed a Grievance Redressal Officer for addressing user complaints and grievances.

- Designation: Grievance Redressal Officer
- Email: legal@crosbird.com
- Phone number: +91 7798980809
- Address: Flat-A/102 bunch berry,J.P road, Versova,NR, Sai NGR, Andheri West, Mumbai 400061

CROSBIRD shall acknowledge grievances within 24 hours and endeavour to resolve them within 15 days, or such other period as prescribed under applicable law.

AMENDMENT AND MODIFICATION OF POLICIES

CROSBIRD reserves the right, at its sole discretion, to amend, modify, update, or revise this Privacy Policy, the Terms and Conditions, and any other policy or guideline applicable to the Platform, at any time, in order to comply with changes in applicable laws, regulations, judicial pronouncements, governmental directions, industry standards, operational requirements, or the prevailing legal and regulatory environment of India.

Any such amendment or modification shall become effective upon being published or made available on the Platform. Users shall be informed of material changes solely through notifications, updates, or notices displayed on the Platform.