Terms and Conditions

HashtagHotshot — AI social media content for business

Effective	4 October 2026	**Contact**	support@hashtaghotshot.com
Version	1.0	**Service**	login.hashtaghotshot.com

Registered entity, registered office and CIN / GSTIN: to be completed. Grievance Officer: to be completed — see Section 20.

PLEASE READ SECTION 7 CAREFULLY.

HashtagHotshot uses artificial intelligence to generate social media content. AI-generated content can be factually wrong, misleading, or unsuitable for publication. Nothing is published to any social media account without your explicit approval. When you approve content you become its publisher and you accept responsibility for it. Section 7 sets out what that means in full.

1. Agreement to These Terms

1.1 These Terms and Conditions ("Terms") form a legally binding agreement between HashtagHotshot and the business entity that registers for the Service ("you", "your", "Customer", "Business").

1.2 By registering for an account, accessing the HashtagHotshot application or website, or using the Service in any way, you confirm that you have read, understood and agree to be bound by these Terms.

1.2a HOW WE HANDLE PERSONAL DATA is described in our Privacy Policy, at https://login.hashtaghotshot.com/privacy.pdf. That policy is a notice, not a contractual term, and it is deliberately not incorporated into these Terms - so that it can be updated as the Service changes without re-opening this agreement. It is nonetheless accurate, and we are accountable for it under data protection law. Section 8 below sets out what we owe you contractually on data protection; the Privacy Policy is the fuller description of what we actually do, and of the rights of people who are not party to these Terms.

1.3 If you do not agree to these Terms, do not register for or use the Service.

1.4 If you are accepting these Terms on behalf of a company, firm, LLP, partnership, trust or other legal entity, you represent that you are duly authorised to bind that entity, and "you" refers to that entity.

1.5 These Terms apply in addition to, and not in place of, any separate order form, subscription plan, invoice or written agreement executed between you and us. Where there is a direct conflict, the separately executed written agreement prevails over these Terms for the subject matter it covers.

2. Definitions

"Service" means the HashtagHotshot platform, including the web and mobile applications, the website, all APIs, all content generation and publishing features, and any related support.

"Account" means the registered business account through which you access the Service.

"Business Data" means everything you or your Authorised Users supply to, or authorise us to collect for, the Service. This includes catalogue images and product photographs, product names, descriptions and prices, your website address and its scraped contents, uploaded documents and pasted text, business name, address, contact details, logo and brand assets, opening hours, connected store data, connected Google Business Profile data, and any instruction, prompt or preference you enter.

"Generated Content" means any text, caption, hashtag, image, video, slideshow, story, blog article, illustrated strip, audio, voiceover or other output that the Service produces, in whole or in part, using artificial intelligence, from Business Data or from your instructions.

"Draft" means Generated Content in an unapproved state. A Draft has not been and will not be published.

"Approval" means the affirmative action you take in the Service to accept a Draft. Approval is the event that authorises generation to complete and authorises publication.

"Published Content" means Generated Content that you have approved and that has been transmitted to a Connected Platform.

"Connected Platform" means any third-party service you link to your Account, including Facebook, Instagram, LinkedIn, Google Business Profile and Shopify.

"Authorised User" means any individual you permit to access your Account.

"Credits" means the prepaid units of account used to meter chargeable operations on the Service.

"Personal Data" means any data about an identified or identifiable individual, and carries the meaning given to it under Applicable Data Protection Law.

"Applicable Data Protection Law" means the Digital Personal Data Protection Act, 2023 and its rules, the Information Technology Act, 2000 and rules made under it, and, where they apply to you or to the individuals whose data you supply, the EU/UK General Data Protection Regulation and any other data protection or privacy law applicable to the processing carried out under these Terms.

"Data Fiduciary", "Data Principal", "Data Processor", "Controller" and "Processor" carry the meanings given to them under Applicable Data Protection Law.

3. Eligibility and Account Registration

3.1 The Service is offered to businesses only. It is not offered to consumers for personal, family or household purposes.

3.2 To register you must be at least 18 years of age and legally competent to contract. You must not register on behalf of a business you are not authorised to represent.

3.3 You must provide accurate, current and complete registration information and keep it updated. We may suspend or terminate an Account registered with information we reasonably believe to be false.

3.4 You are responsible for all activity under your Account, including activity by your Authorised Users and by anyone who obtains your credentials. You must keep your credentials confidential and notify us at support@hashtaghotshot.com without undue delay if you suspect unauthorised access.

3.5 You must not share a single Account across separate, unrelated businesses. Each business requires its own Account.

3.6 We may refuse registration, or decline to serve a particular business or sector, at our discretion.

4. What the Service Does

4.1 In outline, the Service:

(a) collects Business Data that you supply - catalogue images, product details, business details, uploaded documents, pasted text - and, where you provide a website address, retrieves and analyses the public contents of that website;

(b) optionally connects to your store (for example Shopify) and to your Google Business Profile to synchronise catalogue and profile information;

(c) uses artificial intelligence models, operated by us and by third-party providers, to build a representation of your catalogue and your business context, and to plan and generate social media content on a schedule or on request;

(d) presents that content to you as a Draft for review;

(e) on your Approval, completes generation and makes the content available for publication; and

(f) on your instruction, transmits approved content to the Connected Platforms you have linked, and where the platform permits it, allows you to recall or delete a published post and to view basic analytics.

4.2 The Service may also provide a knowledge base over your uploaded documents, assisted answering of questions and customer messages, an assistant you can converse with, and reporting on your content and its performance.

4.3 Features vary by subscription plan and tier. The Service is under active development. We may add, change, withdraw or limit features. We will not make a change that materially reduces the core functionality of a paid plan during a paid term without giving you notice and, where you reasonably object, a pro-rata refund of the unused portion of that term.

4.4 Features identified as beta, preview, trial or experimental are provided as they are, may be withdrawn without notice, and are excluded from any service level or availability commitment.

5. Your Content, and the Permissions You Grant Us

5.1 **OWNERSHIP.** You retain all right, title and interest in your Business Data. Nothing in these Terms transfers ownership of your Business Data, your trade marks, your logo, your product photography or your brand to us.

5.2 **LICENCE TO US.** You grant us a non-exclusive, worldwide, royalty-free licence, for the term of your Account and for the limited retention periods described in Section 10, to host, store, copy, transmit, reformat, resize, crop, adapt, analyse, index, embed and display your Business Data, and to disclose it to the sub-processors listed in Section 9, strictly for the purposes of:

(a) operating and providing the Service to you;

(b) generating content for you;

(c) publishing content you have approved, to the platforms you have designated;

(d) providing support, diagnosing faults and maintaining security; and

(e) complying with law.

This licence is granted for no other purpose. It ends when the relevant data is deleted under Section 10.

5.3 **WHAT WE DO NOT DO WITH YOUR DATA.** We do not sell your Business Data. We do not rent, trade or share it for anyone else's advertising or marketing. We do not use your Business Data to train or fine-tune our own general-purpose or foundation models, and we do not authorise our AI sub-processors to use it to train theirs. See Section 9.4 for how this is contracted and what its limits are.

5.4 **YOUR WARRANTIES ABOUT BUSINESS DATA.** You represent and warrant, for everything you upload, paste, connect or instruct us to retrieve, that:

(a) you own it or hold all rights and permissions necessary to supply it to us and to have it used as described in Section 5.2;

(b) it does not infringe any copyright, trade mark, design, patent, trade secret, publicity, privacy, moral or other right of any third party;

(c) product claims, prices, offers, discounts, availability, warranties, certifications, awards, ratings and licences described in it are true, current, substantiable and lawful in every market where the resulting content may be seen;

(d) it is not obscene, defamatory, hateful, harassing, deceptive, or otherwise unlawful; and

(e) where it contains Personal Data of any individual, you have a valid lawful basis and, where required, verifiable consent for that individual's data to be supplied to us and processed as described in these Terms - see Section 8.6, which you should read before uploading any document, photograph or record that identifies a person.

5.5 **GENERATED CONTENT.** As between you and us, and subject to your payment of amounts due and to Sections 5.6 and 7, you own the Generated Content produced for your Account and may use it commercially.

5.6 **LIMITS ON OWNERSHIP OF GENERATED CONTENT.** You should understand and accept the following, which are properties of AI generation and not defects in the Service:

(a) AI output is not always eligible for copyright protection. In several jurisdictions, including India, material generated without sufficient human authorship may attract limited or no copyright. We make no representation that Generated Content is protectable, registrable, or enforceable against a copier.

(b) The models are not deterministic and are shared. Content generated for you may be similar or materially identical to content generated for another customer, including a competitor, from a similar prompt or a similar catalogue. We grant you no exclusivity over any output, style, layout, caption, phrase or hashtag.

(c) Generated Content may unintentionally resemble existing third-party works, marks, characters, trade dress, packaging, logos or living persons. You are responsible for checking this before you approve. See Section 7.

(d) Third-party AI providers impose their own terms on the use of their output. Your use of Generated Content must comply with those terms where they apply.

5.7 **OUR PLATFORM.** We retain all right, title and interest in the Service itself: the software, models, prompts, templates, pipelines, scoring systems, infrastructure and documentation, and all improvements to them. You receive a limited, revocable, non-transferable, non-sublicensable right to access and use the Service for your own business during your subscription. You must not copy, reverse engineer, decompile, scrape, resell, sublicense, white-label or build a competing product from the Service, and you must not use the Service to develop, train or evaluate a competing AI or social media product.

5.8 **AGGREGATE AND ANONYMISED DATA.** We may compile statistical and aggregated information about how the Service is used - volumes, error rates, feature usage, model performance, cost - and use it to operate, secure, debug, benchmark and improve the Service and to report in aggregate. Such information is aggregated and irreversibly de-identified so that it does not identify you, your Account, your customers or any individual, and is not your Business Data. We may retain and use it after your Account closes.

5.9 **FEEDBACK.** If you send us suggestions, feature requests or feedback, you grant us a perpetual, irrevocable, royalty-free licence to use it without obligation or attribution. Do not send us anything you consider confidential as feedback.

6. Connected Platforms

6.1 The Service publishes to Facebook, Instagram and LinkedIn, and integrates with Google Business Profile and Shopify, through third-party APIs and third-party integration providers. Those platforms are not operated by us.

6.2 You must connect only accounts, pages, profiles and stores that you own or are expressly authorised to administer. Connecting an account you are not authorised to post from is a material breach of these Terms.

6.3 When you connect a platform you authorise us to hold the resulting access tokens and to use them, on your instruction, to read the account information the platform exposes and to publish, recall and retrieve analytics for your content. Tokens are stored encrypted. You may disconnect a platform at any time from the Service; disconnecting revokes our ability to act on that account going forward.

6.4 Your use of each Connected Platform remains governed by that platform's own terms and policies, which you are responsible for reading and complying with. This includes Meta's Terms and Community Standards and its rules on branded content, disclosure and automated posting; LinkedIn's User Agreement and Professional Community Policies; Google's Business Profile policies; and Shopify's terms. Content that is lawful may still breach a platform's rules.

6.5 **WHAT WE CANNOT CONTROL.** Once content leaves the Service and reaches a Connected Platform, that platform controls it. We are not responsible and accept no liability for:

(a) a platform rejecting, delaying, downranking, reformatting, cropping, re-compressing, muting, labelling, age-gating or removing your content;

(b) a platform labelling content as AI-generated, or failing to;

(c) restriction, suspension, shadow-banning, demonetisation or permanent loss of your account, page, profile or reach;

(d) a platform changing, deprecating, rate-limiting, pricing or withdrawing its API, which may reduce or remove a Service feature without notice;

(e) engagement, impressions, reach, followers, leads, enquiries, sales or revenue - we make no representation or promise of any commercial outcome, and any example or projection shown in our marketing is illustrative and not a forecast; or

(f) the accuracy or completeness of analytics reported back by a platform.

6.6 **AI DISCLOSURE.** Some jurisdictions and some platforms require synthetic or AI-generated media to be disclosed or labelled. You are responsible for determining whether such a requirement applies to you and for making the disclosure. We do not apply it for you.

6.7 Scheduling is best effort. A post scheduled for a particular time may publish late or fail for reasons including platform outages, token expiry, rate limits, insufficient Credits or content rejection. We will surface the failure in the Service. We are not liable for a missed posting slot or a campaign timed around one.

7. AI-Generated Content, Your Approval, and Your Responsibility

This section is the core bargain of these Terms. Read it in full.

7.1 **THE CONTENT IS MACHINE-GENERATED.** Generated Content is produced by artificial intelligence models, including large language models and image, video and audio generation models, operated by us and by third parties. No human being at HashtagHotshot reviews, verifies, edits or approves any Generated Content before it reaches you. The Service is an automated tool. It is not an advertising agency, a copywriter, a designer, a compliance reviewer or a professional adviser, and it does not exercise professional judgement on your behalf.

7.2 **AI OUTPUT IS UNRELIABLE BY NATURE.** You acknowledge that Generated Content may, without any warning and without any fault on our part:

(a) state something factually untrue about your business, your products, your prices, your offers, your availability, your credentials or your history - including facts that were never in your Business Data and that the model has invented;

(b) misstate or invent a price, a discount percentage, a validity period, a stock level, an address, a phone number, an email address, a URL, an opening time or a term and condition of an offer;

(c) render text incorrectly inside an image or video - misspelt words, mangled or transposed digits, corrupted symbols, wrong currency, illegible characters, or text in the wrong language or script;

(d) depict a product inaccurately - wrong colour, wrong material, wrong variant, wrong quantity, wrong packaging, a feature the product does not have, or a product you do not sell;

(e) generate an image of a person who does not exist, or a person, face, likeness, voice or body that resembles a real identifiable individual, including a public figure, a celebrity or one of your own staff or customers;

(f) produce material that resembles a third party's copyright work, trade mark, logo, character, trade dress or design;

(g) make a claim that is regulated, comparative, superlative, absolute or unsubstantiated - for example a health, medical, nutritional, cosmetic, safety, environmental, financial, investment, legal, immigration, educational-outcome or employment claim - or that would need a disclaimer, a licence, a registration number or approval you do not have;

(h) be culturally, religiously, politically or contextually inappropriate, offensive, insensitive, tone-deaf to a current event, or wrong for your market, region, festival or audience;

(i) misgender, mis-describe, stereotype or misrepresent people; or

(j) be simply low in quality, off-brand, repetitive or unsuitable.

7.3 **NOTHING IS PUBLISHED WITHOUT YOUR APPROVAL.** This is a design guarantee of the Service, and it is the basis on which responsibility is allocated:

(a) Generated Content is created in an unapproved Draft state and is visible only to you and your Authorised Users.

(b) The Service will not transmit any content to any Connected Platform, will not send any reply to any customer, and will not make any content public, unless and until you have approved it in the Service.

(c) Automatic and scheduled content generation produces Drafts only. A schedule never publishes on its own.

(d) Where the Service assists in answering a customer question, review or message, the text transmitted is the text you last reviewed and approved. Nothing is sent on your behalf without that approval.

(e) You may edit, regenerate, reject, discard or ignore any Draft, at no obligation to publish it.

7.4 **WHAT APPROVAL MEANS.** Approval is not a formality and it is not a button that means "looks about right". Each time you approve a Draft you represent and warrant to us that:

(a) you or an Authorised User have actually reviewed the complete content - every caption, every frame, every image, every overlay, every price, every claim, every contact detail, every hashtag, every link and, where present, the audio;

(b) you have verified the accuracy of every factual statement in it, against your own records and not against the Service;

(c) you have satisfied yourself that it is lawful, non-infringing, non-misleading, substantiable, and compliant with every law, code and regulator applicable to your business and your sector, and with the rules of every platform it will be published to;

(d) you hold every consent, licence, permission and release needed for every element in it, including for any person, likeness, voice, premises, artwork, music or third-party mark that appears; and

(e) you accept the content as your own published material.

7.5 YOU ARE THE PUBLISHER. On Approval, and for all purposes as between you and us and as against any third party, regulator or platform:

(a) you are the author, advertiser and publisher of the Published Content;

(b) you exercise sole editorial control over it;

(c) it is published under your name, brand and account; and

(d) we act solely as the automated technical means by which it is generated and transmitted at your instruction.

7.6 ALLOCATION OF RESPONSIBILITY FOR APPROVED CONTENT. Because you hold the editorial decision, and because we cannot see, verify or judge your business's facts, we bear no responsibility and accept no liability whatsoever, to the fullest extent permitted by law, for any loss, damage, cost, claim, penalty, fine, order, recall, correction, injunction, adverse publicity, loss of goodwill or reputational harm, or any other consequence of any kind, arising out of or connected with Published Content or with any content you have approved. This includes any such consequence arising from:

(a) a false, inaccurate, incomplete, exaggerated or misleading statement in the content;

(b) a pricing, discount, offer, stock, tax or fulfilment error, and any obligation you incur by having advertised it - including any duty to honour a mistaken price or offer;

(c) infringement of, or a claim of infringement of, any third party's intellectual property, personality, publicity or privacy right;

(d) defamation, disparagement, or a comparative or competitive claim;

(e) action by any regulator, self-regulatory body, consumer forum, ombudsman, court or authority, including under consumer protection, advertising, food, drug, cosmetics, medical, financial services, education, real estate, tobacco, alcohol, gambling, labelling or sector-specific law and codes;

(f) breach of a Connected Platform's terms or policies, and any restriction, suspension or termination of your account by it;

(g) offence, complaint, boycott or backlash arising from the content's tone, imagery, timing, politics or cultural context;

(h) the publication of a contact detail, address or other business information on the content - including where a home address, personal phone number or personal email is published because it was present in your profile or in your instructions; or

(i) any decision you or anyone else takes in reliance on Generated Content.

7.7 YOUR ACKNOWLEDGEMENT. You expressly acknowledge that:

(a) you have been warned, clearly and in advance, that AI output is unreliable in the specific ways set out in Section 7.2;

(b) the Service gives you an unconditional opportunity to inspect, correct, regenerate or reject every item before it is published;

(c) you have chosen to rely on your own review rather than ours; and

(d) it is reasonable, in those circumstances, for the risk of approved content to sit with you.

7.8 HIGH-RISK AND REGULATED SECTORS. If your business is in a sector where a misstatement carries legal, financial or physical consequence - including healthcare, pharmaceuticals, diagnostics, medical devices, food supplements, cosmetics with efficacy claims, financial services, insurance, lending, securities or investment advice, legal services, immigration, education and placement, real estate, childcare, tobacco, alcohol, firearms, gambling, and safety-critical goods and services - you must have every Draft reviewed by a person qualified and, where required, licensed to review it before you approve it. Do not rely on the Service for regulatory compliance. Generated Content is not, and must never be presented as, medical, legal, financial, tax or professional advice.

7.9 **NO PROFESSIONAL ADVICE.** Nothing the Service produces, and nothing our assistant tells you, is legal, regulatory, tax, financial, medical or professional advice. Obtain your own advice.

7.10 **CONTENT SAFETY FILTERING IS NOT A WARRANTY.** The Service applies automated safety checks and quality gates, and may refuse to generate or may flag certain material. These are imperfect. A check passing is not a representation that content is accurate, lawful, non-infringing or suitable for publication, and it does not reduce your obligations under Section 7.4. Equally, we may refuse or withhold generation at our discretion, and a refusal is not a judgement about you or your business.

7.11 **YOUR OWN REVIEW PROCESS.** You are responsible for putting a competent human review process in place inside your own organisation, for restricting Approval rights to people you trust to carry it out, and for training them. An Approval made by an Authorised User binds you as if you had made it yourself.

8. Data Protection and Privacy

8.1 **ROLES OF THE PARTIES.** Two distinct relationships exist and it matters which one is in play:

(a) YOUR BUSINESS DATA. In respect of the Business Data you supply and the Personal Data of individuals contained in it - your own customers, staff, suppliers, reviewers, people in your photographs, people who message your business - YOU are the Data Fiduciary / Controller and WE are the Data Processor. We process that data only on your instructions and only for the purposes in Section 5.2.

(b) YOUR OWN ACCOUNT DATA. In respect of the Personal Data of your Authorised Users - their names, work email addresses, login records, device and usage data - and in respect of our billing and security records, WE are the Data Fiduciary / Controller and we process that data to operate your Account, bill you, secure the Service and meet our legal obligations. Section 7 of the Privacy Policy sets out the purposes and the legal basis for each.

8.2 **OUR OBLIGATIONS AS PROCESSOR.** Where we act as Processor we will:

(a) process Business Data only to provide the Service and only on your documented instructions, and not for any independent purpose of our own;

(b) not sell it, and not use it for anyone's advertising;

(c) impose confidentiality obligations on our personnel and limit access to those who need it to do their job;

(d) apply the technical and organisational security measures described in Section 8.4;

(e) engage sub-processors only as described in Section 9, under written terms no less protective than these, and remain responsible to you for their performance of the obligations we have delegated;

(f) assist you, at your reasonable request and cost, in responding to a request from a Data Principal and in any data protection impact assessment or regulator enquiry;

(g) notify you of a personal data breach affecting Business Data as set out in Section 8.7; and

(h) delete or return Business Data on termination as set out in Section 10.

8.3 **WHAT WE COLLECT AND PROCESS.** In summary:

Provided by you:	business name, registered and trading address, contact name, email, phone, logo and brand assets, opening hours, sector, catalogue images and product media, product names, descriptions, prices and variants, uploaded documents and pasted text, your website address, prompts, instructions, tone and brand preferences, and the content of your conversations with the assistant.
Retrieved on your instruction:	the public contents of the website address you give us; your Google Business Profile information, including reviews and questions; your connected store's products, images, descriptions and prices; and information the Connected Platforms expose about the pages and profiles you link, including basic analytics on your posts.
Generated by the Service:	Drafts and Generated Content, embeddings and vector indexes derived from your catalogue and documents, content plans, quality and safety scores, job and run records, and error logs.

Collected automatically:	account and authentication records, IP address, device, browser and operating system information, timestamps, pages and features used, API request and response metadata, performance and diagnostic telemetry, and crash reports.
Billing:	plan and tier, Credit balance and consumption records, invoices, transaction identifiers, and the payment method's non-sensitive descriptors.

WE DO NOT COLLECT OR STORE YOUR FULL CARD NUMBER, CVV OR NET BANKING CREDENTIALS. Payments are processed by our payment gateway (Section 9.1), which collects those details directly from you under its own terms and PCI-DSS obligations.

8.4 SECURITY MEASURES. We maintain technical and organisational measures appropriate to the risk, including:

(a) encryption of data in transit over TLS, and encryption at rest for stored data, using our cloud provider's managed encryption;

(b) storage of API keys, platform access tokens and other secrets in a dedicated managed secret store, with access granted per service on a least-privilege basis rather than at project level, and never embedded in client applications;

(c) authentication of every request; segregation of customer data by account identifier so that one Account cannot read another's data; and role separation between customer-facing and administrative functions;

(d) segregation of the public-facing service from the internal generation and scheduling services, which are not reachable from the public internet;

(e) network-level protections including a validated-destination guard on outbound requests when we fetch a URL you have supplied, to prevent it being used to reach internal systems;

(f) logging and monitoring of access, errors, job runs and provider calls, with retention as described in Section 10;

(g) hardened builds that exclude local environment files and credentials from deployed images;

(h) a defined process for security patching, key rotation and revocation; and

(i) periodic internal security review of the platform and its integrations.

NO SYSTEM IS PERFECTLY SECURE. We do not warrant that the Service cannot be breached, and Section 8.4 is a description of the measures we take, not a guarantee of a result. Our liability in connection with a security incident is subject to Section 14.

8.5 YOUR SECURITY OBLIGATIONS. You must use strong, unique credentials and, where offered, multi-factor authentication; limit Authorised Users to people who need access; remove access promptly when a person leaves; avoid uploading sensitive Personal Data that the Service does not need; and keep your own devices secure. We are not responsible for unauthorised access to your Account that results from your failure to do so, or from credentials you have shared or exposed.

8.6 PERSONAL DATA OF THIRD PARTIES - READ BEFORE YOU UPLOAD. Catalogue folders, scanned documents, brochures, testimonials, event photographs, staff directories, price lists, certificates, results sheets and website pages frequently contain other people's Personal Data. If it goes into the Service it may be indexed, may be used as source material, and may therefore surface in a Draft and, if you approve it, be published.

Accordingly:

(a) You must not upload Personal Data unless you have a lawful basis and, where required, verifiable consent for it to be processed as described in these Terms and, where relevant, published.

(b) You must not upload the Personal Data of a child, or of a person with a disability who has a lawful guardian, without verifiable consent of the parent or guardian. Do not upload student names, marks, results, attendance records, photographs of identifiable children, or similar records. If your business handles such records, remove them before upload.

(c) You must not upload identity documents, government identifiers, financial account details, health or medical records, biometric data, caste, religion, sexual orientation or other sensitive categories of Personal Data. The Service does not need them, is not designed to hold them, and you must not put them in it.

(d) You must not upload a photograph or recording of an identifiable person intending it for publication unless you hold that person's written release for the use you intend.

(e) You are responsible for issuing any notice, and obtaining any consent, that Applicable Data Protection Law requires of you as the Data Fiduciary, including for the disclosure of that data to us and to our sub-processors.

(f) If you become aware that Personal Data has entered the Service without a lawful basis, or that a Data Principal has withdrawn consent, tell us at support@hashtaghotshot.com and we will assist you in removing it from active stores and indexes.

Section 15 (Indemnity) applies to claims arising from a breach of this Section 8.6.

8.7 **BREACH NOTIFICATION.** If we become aware of a personal data breach affecting Business Data we will notify you without undue delay and in any event within 72 hours of confirming it, describe what we know of its nature, the categories and approximate volume of data affected, the likely consequences and the measures taken or proposed. We will cooperate reasonably with you and will support your own notification obligations to regulators and to Data Principals, which remain yours to discharge as the Data Fiduciary. We will also discharge our own reporting obligations, including to CERT-In and to the Data Protection Board of India where they apply.

8.8 **DATA PRINCIPAL REQUESTS.** Requests from your customers or other individuals to access, correct, complete, update or erase their Personal Data, or to withdraw consent, must be handled by you as the Data Fiduciary. If such a request reaches us directly we will not respond to it substantively; we will refer the individual to you and notify you. We will assist you in giving effect to a valid request at your reasonable cost.

8.9 **YOUR OWN RIGHTS.** In respect of the Personal Data for which we are the Data Fiduciary (Section 8.1(b)), you and your Authorised Users may request access, correction, completion, updating and erasure, may withdraw consent, may nominate another person to exercise those rights, and may complain to our Grievance Officer (Section 19) and thereafter to the Data Protection Board of India. Exercise these rights by writing to support@hashtaghotshot.com. We will respond within 30 days.

8.10 **GDPR AND OTHER LAWS.** Where the GDPR or UK GDPR applies to processing under these Terms, the parties will comply with it, and we will on request enter into a data processing agreement with you incorporating the European Commission's Standard Contractual Clauses. Transfers of Personal Data out of the EEA or UK are made under the safeguards set out in that agreement. Request one at support@hashtaghotshot.com.

8.11 **COOKIES AND ANALYTICS.** Our website and application use cookies and similar technologies for authentication, session management, preferences, security and analytics. Those that are not strictly necessary to deliver the Service are used only where you consent, and you may withdraw that consent at any time in your browser or in the Service. Section 16 of the Privacy Policy describes them.

8.12 **CONFIDENTIALITY.** Each party will keep the other's confidential information confidential, use it only for the purposes of these Terms, and protect it with at least reasonable care. Your Business Data is your confidential information. Obligations of confidence do not apply to information that is public through no breach, independently developed, or lawfully received from a third party, and do not prevent a disclosure required by law provided the disclosing party gives notice where it lawfully may.

9. Sub-Processors, AI Providers and Data Location

9.1 **WE USE SUB-PROCESSORS.** Providing the Service requires us to disclose Business Data to categories of third parties. The current categories, and what each receives, are:

Cloud hosting and infrastructure	Our cloud provider hosts the application, the database, generated media and logs, and provides managed encryption, secret storage, task queues and scheduling. It may receive any Business Data.
Generative AI model providers	Text, image, video and audio generation providers receive the prompts, product details, catalogue images and reference media required to produce the specific item requested. Our current providers include OpenAI, Anthropic, Replicate, fal and Google, and the specific models used vary by plan, tier and content type and change over time.
Vector search	A managed vector database stores embeddings and associated identifiers and text fragments derived from your catalogue and documents, to make retrieval work.
Web content retrieval	A content extraction provider retrieves the public pages of a website address you supply, where our own retrieval does not succeed.
Search indexing	A hosted search provider indexes account content to power in-app search.

Social publishing integration	An integration provider holds the platform connections and transmits approved content to Facebook, Instagram and LinkedIn on your instruction.
Commerce and profile integrations	Shopify and Google, for the store and Google Business Profile connections you choose to make.
Maps and location	A maps and geocoding provider resolves addresses, time zones and location context.
Payments	Razorpay processes payments and holds the payment instrument details we never see.
Communications	Email and push notification providers deliver transactional messages such as approval reminders, failures and receipts.

9.2 A current, named list of our sub-processors, including each one's role and the country it operates from, is available on request at support@hashtaghotshot.com. We may add or replace a sub-processor; where the change is material we will give you 30 days' notice by email before it takes effect. If you reasonably object on data protection grounds within that period, tell us; if we cannot offer a reasonable alternative you may terminate the affected Service and receive a pro-rata refund of prepaid fees for the unused term.

9.3 **DATA LOCATION AND CROSS-BORDER TRANSFER.** Our primary hosting region is in India (Mumbai). Business Data at rest, including your catalogue, generated media, database records and logs, is stored there.

HOWEVER, GENERATION IS NOT LOCAL. Several AI providers, and some other sub-processors, operate outside India, including in the United States and the European Union. When content is generated, the prompts, product details and images necessary for that generation are transmitted to those providers and processed outside India.

By using the Service you instruct and authorise these transfers. We make them under written terms with each provider and, where required, under appropriate transfer safeguards. If your business cannot lawfully permit its data to leave India, or a particular jurisdiction, the Service in its current form is not suitable for you and you should not use it.

9.4 **AI PROVIDER TERMS AND TRAINING.** We contract with our AI providers on terms that, for the enterprise or API tiers we use, do not permit them to use our customers' inputs or outputs to train their general models. Providers typically retain inputs for a short period for abuse monitoring and legal compliance, and their own terms govern that. We select and configure providers with this in mind, but their terms are theirs and may change. We do not control, and cannot guarantee, a third-party provider's internal practices, and we accept no liability for a provider acting contrary to its own contractual commitments to us, beyond pursuing our rights against it.

9.5 **ADDITIONAL DISCLOSURES.** We may also disclose Business Data:

(a) to professional advisers and auditors under confidentiality;

(b) where required by law, court order, or a lawful request from a government or regulatory authority, in which case we will give you notice where we lawfully may;

(c) to establish, exercise or defend a legal claim; and

(d) to an acquirer or successor in a merger, acquisition, financing or sale of assets, subject to that party assuming obligations no less protective than these Terms, with notice to you.

10. Retention and Deletion

10.1 **ACTIVE DATA.** We retain Business Data, Drafts and Generated Content for as long as your Account is active, because the Service needs them to work - your catalogue is the input to every future post, and your published history informs planning and avoids repetition.

10.2 **IN-SERVICE DELETION.** You may delete individual items from the Service - catalogue items, uploaded documents, drafts, generated posts, chats and media. Deleting an item removes it from your active workspace and, where the item's file is one we store for you, removes the stored file and its search and vector index entries.

10.3 **ARCHIVE AND AUTOMATIC CLEARANCE.** Certain items are archived rather than removed when they expire or are superseded. Where automatic clearance is enabled on your Account, archived items are permanently deleted after the retention window configured for your Account, which defaults to 10 days. Operational job and run records are retained for 90 days.

10.4 **DELETION IS NOT RECALL.** Deleting content in the Service does NOT remove it from any Connected Platform, from anyone's feed, from a search engine index, from a screenshot, or from anywhere it has been reshared. Where a

platform's API permits it, the Service offers recall or deletion of a published post, and you should use that. Once content is public, removal can never be assured. Consider this before you approve.

10.5 **DELETION ON TERMINATION.** On termination or expiry of your Account, we will delete or irreversibly anonymise your Business Data, Drafts and Generated Content within 30 days of the effective termination date, except as set out in Section 10.6. If you require an export first, request it before termination takes effect (Section 10.7).

10.6 **WHAT SURVIVES DELETION.** We may retain, after deletion of your Business Data:

(a) billing, invoicing, tax and Credit transaction records, for the period required by tax, company and accounting law;

(b) security, audit and access logs, for a rolling 180 days;

(c) records needed to establish, exercise or defend a legal claim, or to comply with a legal hold, for as long as that need subsists;

(d) aggregated and irreversibly de-identified data as described in Section 5.8; and

(e) copies within routine encrypted backups, which are overwritten on their ordinary cycle of up to 35 days and are not restored into active use.

Content already published to a Connected Platform is outside our control and is not affected by deletion here (Section 10.4).

10.7 **EXPORT.** Before termination takes effect you may request an export of your Business Data and Generated Content in a commonly used machine-readable format by writing to support@hashtaghotshot.com. We will provide it within 14 days. We may charge a reasonable fee for a repeated or unusually large export.

10.8 **ACCOUNT CLOSURE ON REQUEST.** You may request closure of your Account and deletion of your data at any time by writing to support@hashtaghotshot.com from a registered Account email address. We will acknowledge within 3 days and complete deletion within the period in Section 10.5. Closure is irreversible.

11. Credits, Plans, Fees and Refunds

11.1 The Service is offered on subscription plans and tiers, with a Credit balance that meters chargeable operations. Your plan determines which models, features, quality levels and volumes are available to you.

11.2 Current plans, tier inclusions, Credit prices and Credit costs per operation are as published in the Service at the time of purchase. Credit costs per operation reflect our provider costs and may change; we will give notice in the Service before a change to Credit costs takes effect.

11.3 **WHEN CREDITS ARE SPENT.** Credits are consumed when work is performed on your instruction. Approving a Draft authorises the generation of that item and the consumption of the Credits it costs. Credits are reserved when generation begins and settled when it completes.

11.4 **FAILED GENERATION.** Where generation fails for a reason attributable to us or to a provider, the reserved Credits are released or refunded to your Credit balance. Credits consumed on a generation that completed successfully are not refundable because you did not like the result; regenerate instead, at the applicable cost. A generation refused on content safety grounds does not consume Credits for the refused item.

11.5 **PAYMENT.** Fees are payable in advance, in Indian Rupees (INR), through our payment gateway. Applicable taxes, including GST, are additional unless stated to be inclusive. You are responsible for any withholding required in your jurisdiction and for providing valid tax registration details for invoicing.

11.6 **NO CASH VALUE.** Credits are a prepaid entitlement to services. They are not money, not a deposit, not transferable between Accounts, and not exchangeable for cash. Unused Credits expire as stated in your plan, and in any event 12 months after purchase.

11.7 **REFUNDS AND CANCELLATION.** You may cancel at any time under Section 16.1. Cancellation stops future billing; it does not refund a period already paid for. Except where Section 4.3 (a material reduction to a paid plan), Section 9.2 (an objection to a new sub-processor), Section 11.4 (a failed generation), Section 16.3 (our termination for convenience) or Section 17.3 (an objection to a material change of these Terms) provides otherwise, or where law requires it, fees and Credit purchases are non-refundable and subscription periods already begun are not pro-rated. If you believe you have been charged in error, write to support@hashtaghotshot.com within 30 days of the charge and we will investigate and correct it.

11.8 **FREE AND TRIAL PLANS.** A free or trial plan may limit features, models, volumes, data retention and support, may be changed or withdrawn at any time, is provided without warranty, and may be terminated at our discretion. Do not build a dependency on it.

11.9 **NON-PAYMENT.** If a payment fails or an amount is overdue we may suspend the Service after notice, and interest may accrue at 1.5% per month on overdue amounts. Suspension does not relieve you of accrued liabilities.

11.10 **CHARGEBACKS.** Raising a chargeback for services rendered, instead of using the dispute process in Section 19, is a material breach and may result in immediate suspension.

12. Acceptable Use

12.1 You must not use the Service, and must not approve or publish content, to:

(a) break any law or regulation, or infringe anyone's rights;

(b) impersonate any person, business, brand or public authority, or falsely imply endorsement, partnership, certification or affiliation;

(c) create or publish sexual content, sexual content involving minors or anyone appearing to be a minor, or content that sexualises a real person;

(d) create or publish content that harasses, threatens, bullies, doxxes, incites violence against, or promotes hatred or discrimination towards a person or group on any protected ground;

(e) generate a depiction of a real identifiable person, their voice, or their likeness without their written consent - including any deepfake, face swap, synthetic voice or synthetic endorsement;

(f) mislead consumers, including through fake reviews, fake testimonials, fake scarcity, undisclosed paid promotion, bait pricing, or fabricated credentials, awards, ratings or certifications;

(g) promote, or publish content for, any business or activity we notify you is out of scope for the Service, or any activity unlawful in the market addressed;

(h) publish election, political party, candidate or referendum content, or content on a matter of public political controversy, unless we have expressly enabled that use for your Account in writing and you comply with every applicable election, disclosure and pre-certification requirement;

(i) publish medical, health, pharmaceutical, financial, investment, insurance, lending, legal or immigration claims that you cannot substantiate and are not licensed to make;

(j) spam, post at abusive volume, manipulate engagement, or evade a platform's rate limits, bans or enforcement;

(k) upload malware, or attempt to probe, scan, overload, disrupt or gain unauthorised access to the Service, its infrastructure, another Account's data, or the systems of our providers;

(l) circumvent Credit metering, plan limits, safety filters or authentication, or use automated means to access the Service other than through interfaces we provide;

(m) resell, sublicense, or provide the Service to a third party as an agency or reseller service without our written agreement; or

(n) attempt to induce the Service, by prompt or otherwise, to produce content prohibited by this Section.

12.2 We may, without obligation to do so, use automated and manual means to detect breaches of this Section, and may remove or refuse content and suspend an Account that breaches it.

12.3 If you become aware of content published through the Service that breaches this Section, or of a rights infringement, report it to support@hashtaghotshot.com with enough detail to identify it.

13. Warranties and Disclaimers

13.1 WE WARRANT that we will provide the Service with reasonable skill and care, in accordance with these Terms, and that we have the authority to enter into them.

13.2 TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT AS STATED IN SECTION 13.1, THE SERVICE AND ALL GENERATED CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WE SPECIFICALLY DISCLAIM ANY

IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE AND NON-INFRINGEMENT.

13.3 WITHOUT LIMITING SECTION 13.2, WE DO NOT WARRANT THAT:

(a) Generated Content will be accurate, truthful, complete, current, original, non-infringing, lawful, compliant, on-brand, effective, or fit for publication;

(b) the Service will be uninterrupted, timely, error-free or secure, or that defects will be corrected;

(c) any particular model, provider, feature, platform integration or quality level will remain available;

(d) content will be published at a scheduled time, or accepted by a platform; or

(e) the Service will produce any level of engagement, reach, leads, sales or return on investment.

13.4 Sections 13.2 and 13.3 do not exclude a warranty, condition or right that applicable law does not permit to be excluded. Where such a term is implied and cannot lawfully be excluded, our liability for breach of it is limited to the maximum extent the law permits.

14. Limitation of Liability

14.1 NOTHING IN THESE TERMS LIMITS EITHER PARTY'S LIABILITY FOR death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, wilful misconduct, or any other liability that applicable law does not permit to be limited or excluded.

14.2 SUBJECT TO SECTION 14.1, NEITHER PARTY IS LIABLE TO THE OTHER FOR ANY:

(a) loss of profit, revenue, business, contract, opportunity or anticipated saving;

(b) loss of goodwill or reputational damage;

(c) loss, corruption or unavailability of data, other than our obligation to restore from backup where we are at fault;

(d) wasted expenditure or cost of substitute services;

(e) regulatory fine or penalty imposed on the other party; or

(f) indirect, incidental, special, consequential, exemplary or punitive loss,

however arising, whether in contract, tort (including negligence), breach of statutory duty or otherwise, and whether or not foreseeable.

14.3 SUBJECT TO SECTION 14.1, OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR CONNECTED WITH THESE TERMS AND THE SERVICE, WHETHER IN CONTRACT, TORT, BREACH OF STATUTORY DUTY OR OTHERWISE, IS LIMITED TO THE GREATER OF (i) THE TOTAL FEES YOU ACTUALLY PAID US FOR THE SERVICE IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, AND (ii) INR 10,000.

14.4 SUBJECT TO SECTION 14.1, AND FOR THE AVOIDANCE OF DOUBT, WE HAVE NO LIABILITY OF ANY KIND FOR:

(a) content you approved, and its consequences, as set out in Section 7.6;

(b) any act, omission, outage, policy, enforcement action or API change of a Connected Platform or other third party, as set out in Section 6.5;

(c) your breach of these Terms, of Applicable Data Protection Law, or of a Connected Platform's terms;

(d) data you were not permitted to upload, as set out in Section 8.6;

(e) unauthorised access to your Account arising from your own act or omission, as set out in Section 8.5; or

(f) any free, trial, beta or preview feature, for which our aggregate liability is limited to INR 1,000.

14.5 THE ALLOCATION OF RISK IN SECTIONS 7, 13 AND 14 IS A FUNDAMENTAL BASIS OF THE BARGAIN BETWEEN US, AND THE FEES FOR THE SERVICE ARE SET IN RELIANCE ON IT. YOU ACKNOWLEDGE THAT WITHOUT IT THE SERVICE COULD NOT BE OFFERED AT ITS CURRENT PRICE, AND THAT A SERVICE THAT ACCEPTED PUBLISHER-LEVEL LIABILITY FOR AI OUTPUT WOULD REQUIRE HUMAN REVIEW AND COST SUBSTANTIALLY MORE.

14.6 Each party must take reasonable steps to mitigate its loss. No claim may be brought more than 12 months after the claimant became aware, or ought reasonably to have become aware, of the facts giving rise to it.

14.7 **FORCE MAJEURE.** Neither party is liable for a failure or delay caused by an event beyond its reasonable control, including act of God, natural disaster, epidemic, war, terrorism, civil unrest, government action, change of law, strike, failure of a utility or telecommunications network, internet or cloud provider outage, or the failure, withdrawal or restriction of a third-party AI provider or Connected Platform. Payment obligations already accrued are not excused.

15. Indemnity

15.1 You will defend, indemnify and hold harmless HashtagHotshot, its affiliates, directors, officers, employees, contractors and sub-processors from and against any claim, demand, action, proceeding, investigation, loss, liability, damage, fine, penalty, settlement, cost and reasonable legal expense arising out of or connected with:

(a) content you approved or published, including any claim that it is false, misleading, defamatory, infringing, non-compliant or unlawful;

(b) your Business Data, and any claim that we were not permitted to receive, store, process, index or transmit it;

(c) your breach of Section 5.4 (warranties about Business Data), Section 8.6 (third-party Personal Data), Section 12 (acceptable use), or Section 6.2 (authority over connected accounts);

(d) your breach of Applicable Data Protection Law, or of any obligation you owe as Data Fiduciary, including a failure to give notice or obtain consent;

(e) your breach of a Connected Platform's terms or policies;

(f) a claim brought by one of your customers, employees, suppliers or any other third party in connection with your use of the Service; and

(g) any tax, duty or levy properly payable by you.

15.2 We will notify you of a claim, give you control of its defence with counsel reasonably acceptable to us, and cooperate at your cost. You may not settle a claim in a way that admits our liability, imposes an obligation on us, or fails to release us unconditionally, without our written consent. We may participate at our own cost.

15.3 We will indemnify you against a third-party claim that the Service itself, as provided by us and used in accordance with these Terms, infringes that third party's Indian intellectual property rights, subject to the cap in Section 14.3 and excluding any claim arising from Business Data, from Generated Content, from your instructions, from a modification, or from use in combination with anything not supplied by us. Section 5.6(c) applies to Generated Content and this indemnity does not extend to it.

16. Suspension and Termination

16.1 **BY YOU.** You may terminate at any time by cancelling in the Service or writing to support@hashtaghotshot.com. Termination takes effect at the end of the current paid period unless you request immediate effect. Section 11.7 governs refunds.

16.2 **BY US FOR CAUSE, IMMEDIATELY.** We may suspend or terminate your Account immediately, with notice where practicable, if:

(a) you materially breach these Terms and do not cure a curable breach within 15 days of notice;

(b) you breach Section 12 (acceptable use);

(c) your use threatens the security, integrity or lawful operation of the Service, of another customer's data, or of our providers' systems;

(d) a Connected Platform, provider, regulator or authority requires it;

(e) required by law or court order; or

(f) you become insolvent, enter liquidation or an equivalent process, or cease to carry on business.

16.3 **BY US FOR CONVENIENCE.** We may terminate for convenience on 30 days' written notice, refunding the unused pro-rata portion of prepaid fees and unexpired Credits.

16.4 **EFFECT.** On termination your right to access the Service ends, scheduled work is cancelled, and Section 10.5 governs deletion. Amounts accrued remain payable. Content already published stays published unless you remove it (Section 10.4).

16.5 **SURVIVAL.** Sections 2, 5.1, 5.5-5.9, 7.5-7.7, 8.7, 8.12, 10.4-10.8, 11.5, 11.9, 13, 14, 15, 17, 18, 19 and 20 survive termination, together with any other provision that by its nature should.

17. Changes to These Terms

17.1 We may amend these Terms. For a change that is material and adverse to you, we will give at least 30 days' notice by email to your registered address and by notice in the Service before it takes effect.

17.2 Non-material changes - clarifications, corrections, restructuring, updates to reflect a new feature or a renamed provider - may take effect on posting of an updated version.

17.3 If you object to a material change, you may terminate before it takes effect and receive a pro-rata refund of prepaid fees for the unused term. Continuing to use the Service after the effective date constitutes acceptance.

17.4 The current version is always available in the Service and at https://login.hashtaghotshot.com/terms.pdf. Superseded versions are retained and available on request.

18. Governing Law and Disputes

18.1 These Terms and any dispute arising out of or in connection with them, including their existence, validity or termination, are governed by the laws of India, without regard to conflict of laws rules.

18.2 **GOOD FAITH DISCUSSION FIRST.** Before commencing formal proceedings, the party raising a dispute must notify the other in writing with reasonable detail, and the parties' authorised representatives will attempt to resolve it in good faith within 30 days.

18.3 Subject to Section 18.2, the courts at Pune, Maharashtra, India have exclusive jurisdiction over any dispute arising out of or in connection with these Terms, and each party irrevocably submits to that jurisdiction.

18.4 Nothing prevents a party from seeking urgent interim or injunctive relief from a court of competent jurisdiction to protect its confidential information, intellectual property or data.

18.5 Disputes will be resolved individually. To the extent permitted by law, neither party may bring a claim as a representative or class action, or consolidate claims without the other's consent.

19. Grievances and Contact

19.1 **GRIEVANCE OFFICER.** In accordance with the Information Technology Act, 2000 and the rules made under it, and the Digital Personal Data Protection Act, 2023:

Grievance Officer:	[to be completed]
Email:	support@hashtaghotshot.com
Address:	[to be completed]
Hours:	Monday to Friday, 10:00 to 18:00 IST, excluding public holidays

Write to the email address above with "Grievance" in the subject line. We will acknowledge a grievance within 48 hours and resolve it within 15 days of receipt.

19.2 **DATA PROTECTION CONTACT.** For questions about data protection, a Data Principal request, or a data protection complaint: support@hashtaghotshot.com. If you are not satisfied with our response you may complain to the Data Protection Board of India.

19.3 **ALL OTHER CONTACT.** One address receives support, billing, security reports, reports of abuse or rights infringement, and formal legal notices:

support@hashtaghotshot.com

Name the subject in the subject line - "Billing", "Security", "Abuse", "Legal notice" - so that it reaches the right person. A formal legal notice should also be sent by post to our registered office once that address is published.

19.4 **NOTICES.** A notice to you is validly given when sent to your registered Account email address or displayed in the Service. A notice to us must be sent to support@hashtaghotshot.com and, for a formal legal notice, also by post to our registered office.

20. General

20.1 **ENTIRE AGREEMENT.** These Terms, together with any order form, subscription plan or separately executed written agreement between you and us, are the entire agreement between us on their subject matter, and supersede any prior representation, proposal, demonstration, marketing claim or discussion. You confirm you have not relied on any statement outside them. Our Privacy Policy is a notice and is not a term of this agreement (Section 1.2a); a refund policy or sub-processor list we later publish forms part of it from the date it is notified to you under Section 17. This does not limit liability for fraud.

20.2 **NO PARTNERSHIP OR AGENCY.** Nothing creates a partnership, joint venture, employment or agency relationship. Neither party may bind the other.

20.3 **ASSIGNMENT.** You may not assign or transfer these Terms, or your Account, without our written consent, except to a successor of your business as a whole with notice to us. We may assign to an affiliate or to a successor in a merger, acquisition or sale of assets, on notice.

20.4 **SEVERABILITY.** If a provision is held invalid or unenforceable, it will be modified to the minimum extent necessary to make it enforceable and give effect to its intent, or if that is not possible, severed. The remainder is unaffected.

20.5 **NO WAIVER.** A failure or delay in exercising a right is not a waiver of it. A waiver must be in writing to be effective, and applies only to the instance given.

20.6 **THIRD PARTIES.** These Terms confer no rights on anyone who is not a party, except that our affiliates and sub-processors may enforce Section 15.

20.7 **LANGUAGE.** These Terms are made in English. Any translation is for convenience; the English version governs.

20.8 **HEADINGS.** Headings are for convenience and do not affect interpretation. "Including" means "including without limitation".

20.9 **COUNTERPARTS AND ELECTRONIC ACCEPTANCE.** Acceptance by clicking, checking a box, or using the Service is valid and enforceable electronic acceptance under the Information Technology Act, 2000.

Acknowledgement

By registering for or using HashtagHotshot, you confirm that you have read and understood these Terms; that you understand the content is generated by artificial intelligence and may be inaccurate, misleading or unsuitable; that nothing will be published without your approval; and that when you approve content you become its publisher and accept responsibility for it and for its consequences.

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