

Terms & Conditions

EFFECTIVE

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This Website, cloudninemediain.in, is owned and operated by **Cloud Nine Media**, a proprietorship (“Cloud Nine”, “we”, “us”, “our”), with its registered address at **Shri Kunj Heights, Block B, Bhatli Chowk, Bargarh, Odisha**. Cloud Nine is a talent management and influencer marketing agency: we represent creators and build the brand collaborations around them.

The Website is primarily informational. It does not currently provide user account registration, e-commerce functionality or payment facilities. Users may voluntarily submit an enquiry through the Website.

By accessing, browsing or using this Website, you acknowledge that you have read, understood and agree to be bound by these Terms & Conditions (the “Terms”) and our [Privacy Policy](#). If you do not agree to these Terms, please do not use the Website.

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1. WHO MAY USE THIS WEBSITE

The Website may be browsed by individuals of any age for informational purposes, subject to these Terms and applicable laws; however, the enquiry/contact form is intended only for individuals aged 18 or above. By submitting an enquiry, you confirm that you are 18 years of age or older. If you are under 18, please do not use the enquiry form — ask a parent or legal guardian to contact us by email instead.

You also confirm that if you are using the Website on behalf of a company or other organisation, you have the authority to accept these Terms for it.

You must comply with all applicable laws when using this Website, including the Information Technology Act, 2000, the Digital Personal Data Protection Act, 2023, and the rules and regulations made under them, as amended from time to time.

2. ACCEPTABLE USE

2.1 What you may do

1. View and read the Website for your own informational, non-commercial purposes.
2. Let your browser cache pages as it normally does.
3. Print or save pages for your own private, non-commercial reference.
4. Link to the Website, provided the link is fair, does not damage our reputation, and does not suggest an association or endorsement that does not exist.
5. Index the Website with a standard search engine crawler, in accordance with our robots.txt.

2.2 What you may not do

1. Scrape, harvest, mirror or systematically copy the Website or its content with any robot, spider, script or automated process, other than standard search engine indexing as permitted above.
2. Probe, scan or test the security of the Website or any network connected to it, or attempt to breach any authentication or access control on it.
3. Attempt to identify, trace or obtain information about any other visitor, or to obtain any information from the Website other than what it deliberately makes available and what you yourself submitted.
4. Introduce or attempt to introduce any virus, worm, trojan, malware, or any other code intended to damage or interfere with the Website, its server or any connected network.
5. Interfere with the Website's operation or with anyone else's access to it, including by overloading it, flooding the enquiry form, or circumventing its rate limits.
6. Use the Website, or anything obtained from it, for any unlawful purpose, or for unsolicited marketing of any kind — email, SMS, telephone or post.
7. Submit anything through the enquiry form that is false, misleading, fraudulent, impersonates another person, or infringes anyone's rights. What you send us must be accurate and your own to send.
8. Reproduce, republish, redistribute, sell, licence, broadcast, publicly display, frame, modify or create derivative works from any part of the Website, except as permitted under clause 2.1 or with our prior written permission.
9. Remove, obscure or alter any copyright, trade mark or other proprietary notice on the Website.
10. Make any representation, warranty or claim on our behalf, or present yourself as connected with Cloud Nine when you are not.

2.3 If you breach this clause

We may block your access, refuse or discard your enquiries, and take whatever steps the law allows — including seeking an injunction and recovering any loss your breach causes us. We may also report the matter to the relevant authorities and disclose your identity to them where we are required or permitted to.

3. INTELLECTUAL PROPERTY

The Website and everything in it — the Cloud Nine name, the logo, the wordmark, the design, the layout, the copy, the code, the typography and the arrangement of it all — is owned by Cloud Nine or used by us under licence, and is protected by copyright, trade mark and other intellectual property law.

Using the Website gives you no ownership of any of it and grants no licence beyond the limited permission in clause 2.1. All rights not expressly granted are reserved.

You may not use the Cloud Nine name, logo or branding in any unlawful, defamatory, misleading, obscene or offensive manner, or in a manner that implies an affiliation, sponsorship or endorsement that does not exist, or in connection with firearms, adult material, gambling, pharmaceuticals or tobacco.

If you believe something on this Website infringes your intellectual property, write to the grievance contact in clause 15 with enough detail to identify the material and your rights in it. We will review the complaint and take appropriate action where warranted.

4. BRAND MARKS AND THIRD-PARTY CONTENT

The Website displays the names and logos of brands and organisations, and may describe campaigns and creators we have worked with. Those names and logos belong to their respective owners and are shown to identify the work, not to claim any right in them.

We display third-party names, logos and campaign references only where we believe we have the right or permission to do so, or where such use is otherwise permitted by applicable law.

You acknowledge that:

1. Such content is shown for information about the services we provide;
2. We do not warrant that it is complete, current or accurate;
3. Displaying a brand, logo or campaign is not an endorsement or recommendation by that brand of us, or by us of them, beyond the working relationship it describes; and
4. None of it is professional, financial or investment advice, and you must not rely on it as such.

If you own one of these marks and would rather it were not shown, contact us at clause 15 and we will take it down.

5. LINKS TO OTHER SITES

The Website links to places we do not control, including our social media profiles and third-party sites. Following any of them is at your own risk.

We do not endorse, and make no representation about, the content, products, services or practices of any linked site, and we are not responsible for them or for any change to them. A link is a convenience, not an endorsement or a statement of affiliation. Read the terms and privacy policy of any site you go on to use.

6. ENQUIRIES AND COMMUNICATIONS

Sending an enquiry starts a conversation. It does not create a contract, an engagement or a client relationship, and it does not oblige either of us to anything. We may decline any enquiry without giving a

reason. Any services we provide will be governed by a separate written agreement, statement of work, insertion order, talent agreement or other applicable commercial document. In the event of a conflict, that agreement will prevail over these Terms with respect to the relevant services.

Nothing on this Website is an offer capable of acceptance. Our descriptions of services are indicative, and we do not guarantee any particular result, reach, engagement, placement or outcome.

When you send an enquiry, you agree that we may reply to you at the email address and phone number you gave us, about the enquiry you sent. We will not add you to a marketing list, a newsletter or any bulk mailing without asking you first — see the [Privacy Policy](#).

Please do not submit confidential, proprietary or sensitive information through the enquiry form unless we have expressly agreed in writing to receive it under appropriate confidentiality arrangements. Information submitted through the Website may not be treated as confidential unless otherwise agreed in writing. If you voluntarily submit suggestions or feedback about the Website, we may use such feedback without compensation or attribution, unless otherwise agreed in writing.

7. PRIVACY

How we handle personal data is set out in full in our [Privacy Policy](#), which forms part of these Terms.

In short: the only personal data this Website collects is what you type into the enquiry form, plus the IP address, browser user agent and timestamp recorded when you submit it. The Website sets no cookies and runs no analytics or tracking of any kind. We do not sell your data. Your rights in relation to personal data are described in our Privacy Policy and are subject to applicable law.

8. NO WARRANTIES

The Website and its content are provided “as is” and “as available”, without warranty of any kind, express or implied, except where stated in writing. In particular we do not warrant that:

1. The Website will be available uninterrupted or error-free;
2. Its content is complete, accurate, current or free of error; or
3. The Website, its servers or any email sent from us are free of viruses or other harmful components.

The Website may contain inadvertent inaccuracies, typographical errors or out-of-date information. We may correct, change or remove anything on it at any time without notice. Anything you rely on, you rely on at your own risk.

Nothing on the Website constitutes legal, financial, investment, tax, medical or other professional advice. You should obtain appropriate professional advice before relying on information where necessary.

9. LIMITATION OF LIABILITY

To the fullest extent permitted by law, Cloud Nine will not be liable for any indirect, incidental, consequential, special or punitive loss, or for any loss of profit, revenue, business, goodwill or data, arising out of or in connection with:

1. Your access to or use of, or inability to use, the Website;
2. Any error, inaccuracy or omission in its content;

3. Any third-party content or any site linked from it; or
4. Any unauthorised access to personal data, except to the extent caused by our failure to comply with applicable law or our reasonable security obligations.

Nothing in these Terms excludes or limits our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot be excluded or limited under Indian law — including our obligations as a Data Fiduciary under the Digital Personal Data Protection Act, 2023.

10. INDEMNITY

You agree to indemnify and hold harmless Cloud Nine, its directors, officers, employees and agents against any claim, loss, liability, cost or expense (including reasonable legal fees) arising out of your breach of these Terms, your violation of any law or of anyone else's rights, or your misuse of the Website.

11. AVAILABILITY AND SUSPENSION

We may change, suspend or withdraw all or any part of the Website at any time without notice, and we are not liable if it is unavailable for any period. We may also restrict or block access to it where we reasonably believe these Terms are being breached.

12. CHANGES TO THESE TERMS

We may revise these Terms at any time. The current version of these Terms will be available on this page, and the “last updated” date at the top tells you when it last moved. Changes will take effect when posted, unless a later effective date is stated. Your continued use of the Website after the updated Terms are posted constitutes acceptance of the revised Terms.

13. GENERAL

If any provision of these Terms is held unenforceable, the rest stays in force and the unenforceable part is read down to the minimum extent needed to make it valid.

Our not enforcing a provision is not a waiver of it. You may not assign your rights under these Terms; we may assign ours as part of a merger, acquisition or restructuring.

These Terms and the Privacy Policy govern your use of the Website only and constitute the agreement between you and Cloud Nine regarding such use. They do not replace or override any separate written agreement governing services, campaigns, creator representation or other commercial engagements.

Nothing in these Terms creates or is intended to create a partnership, joint venture, employment relationship, fiduciary relationship or agency relationship between you and Cloud Nine, except where expressly established under a separate written agreement.

14. GOVERNING LAW

These Terms are governed by and construed in accordance with the laws of India. The courts at **Bargarh, Odisha**, India have exclusive jurisdiction over any dispute, claim or proceeding arising out of or relating to these Terms or your use of the Website.

15. CONTACT AND GRIEVANCES

For anything about the Website or these Terms, use the [contact details on the home page](#) or the enquiry form.

For a formal grievance — including anything about your personal data, an intellectual property complaint, or a breach of these Terms — the designated grievance contact under the Information Technology Act, 2000 and the Digital Personal Data Protection Act, 2023 is:

Name	Cloud Nine Media
Email	<u>marketing@cloudninemediain</u>
Phone	<u>+91 96680 56087</u>
Address	Shri Kunj Heights, Block B, Bhatli Chowk, Bargarh, Odisha

We will acknowledge and address grievances within the timeframe required by applicable law.

See also our [Privacy Policy](#), which explains what we do with your personal data.

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