

## **TERMS AND CONDITIONS – JIOSTAR PREFERRED PARTNER PROGRAM**

The agency preferred partner program (“**Program**”) is an initiative by JioStar India Private Limited (“**JioStar**”, “**We**”, “**Us**”, “**Our**”) with the objective of enhancing engagement with and providing recognition to, small and medium business partners (“**SMB Partner Agency(ies)**” or “**Agency(ies)**”) that act in capacity of advertisers agencies for advertisers and facilitate the placement of broadcast advertisements on the JioStar network. These terms and conditions (“**Terms and Conditions**”) govern the participation of Small and Medium Business (“**SMB**”) Partner Agencies, as determined by JioStar, in the Program.

Participation in the Program shall occur automatically upon an SMB Partner Agency enters into any agency incentive agreement(s) with JioStar (“**Incentive Agreement**”). The categorization of an agency being an SMB Agency is solely determined by JioStar. By entering into such agreement(s), the Agency acknowledges and affirms that it has read, understood, and agrees to be bound by these Terms and Conditions, as well as JioStar’s Privacy Policy, available at [https://cdn.jiostar.com/jiostar/wp-content/uploads/2025/08/JioStar\\_Corporate\\_Website\\_Privacy\\_Notice.pdf](https://cdn.jiostar.com/jiostar/wp-content/uploads/2025/08/JioStar_Corporate_Website_Privacy_Notice.pdf).

### **1. ELIGIBILITY, PARTICIPATION REQUIREMENTS AND SELECTION CRITERION**

Based on the revenue brought in through the Agencies and actualized by JioStar for the year 2024-2025 (June 2024 to May 2025), JioStar has selected few active Agencies who are awarded platinum or gold preferred partner badge(s) (“**Badges**”) in a physical and digital format and such other benefits at the discretion of JioStar (collectively “**Partner Benefits**”).

- (i) While considering the revenue criterion for selection, only the revenues actualized by JioStar have been taken into account.
- (ii) In case of any breach, default, non-payment, delay in payment by the advertisers introduced by the Agencies under the Incentive Agreement, such Agencies shall be disqualified from the Program at any point in time during the Program.
- (iii) The Partner Benefits are awarded based on business metrics, contribution thresholds, and other criteria as determined and considered by JioStar from time to time at its sole discretion.
- (iv) JioStar reserves the sole and exclusive right to evaluate, determine, revise, and modify the criteria for selection as it may deem fit from time to time.
- (v) JioStar reserves the right to add, delete, modify the features and/or list of benefits under the Partner Benefits at its sole discretion without any liability to JioStar.
- (vi) The Agency must not have been previously suspended from JioStar services for fraud or violation of any policy and must not be subject to any legal, contractual, or regulatory restrictions prohibiting participation.

### **2. JIOSTAR PARTNER BADGES – LICENSE AND RESTRICTIONS**

- (i) Upon selection of Agencies for the Partner Benefits (“**Selected Partners**”), JioStar grants Partner Benefits which includes Platinum and Gold Selected Partner Badges with a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to display the Badges on their official website, presentations, marketing collateral, and client communications solely for the purpose of indicating their current credential within the Program (as per the guidelines specified in this Terms and Conditions).
- (ii) The Selected Partners shall be chosen by JioStar at its sole and absolute discretion, and such decision shall be final and binding on the Agency(ies). In case of any dispute, all decisions made by JioStar shall be final and binding on the Agencies.
- (iii) The Agency acknowledges and agrees that the Badges are and shall remain the exclusive property of JioStar and may only be used in the exact form supplied and strictly as per the guidance document provided to the Selected Partners from time to time (*refer Annexure I for the current guidance document*).
- (iv) The Agency shall not modify, distort, animate, recolor, or otherwise alter the Badges; nor shall it use the Badges in any context that is defamatory, misleading, fraudulent, obscene, unlawful, or harmful to

JioStar's reputation. Misuse of Badges shall constitute a material breach of these Terms and Conditions and the Incentive Agreement.

- (v) JioStar reserves the absolute right to withdraw Badge usage rights and Partner Benefits at any time, for any reason whatsoever, with or without cause.
- (iv) Display of Badges:
  - a. The Selected Partners can use/display the Badges on the platforms and/or pages owned by the respective Selected Partners.
  - b. The Badges can only be used for business purposes, including but not limited to client presentations, website display, and social media communication.
  - c. The badge is assigned to the Selected Partner(s) being the agency and shall not be attributed to any individual; accordingly, any display or usage of the badge must be associated with the agency for such business purposes.
  - d. The Selected Partners confirm that the guidelines (as captured in Annexure I) shall be strictly adhered to.
  - e. The expiry date for usage of the Badge shall be 31<sup>st</sup> May 2026 or as communicated by JioStar from time to time. The Selected Partner(s) agrees to not display/use the Badges beyond the expiry date.

### **3. GENERAL RULES**

- (i) JioStar may, at any stage, require the Agency to submit documentation or information including but not limited to executed Incentive Agreement(s), business registration proof, identity verification of authorized representatives, financial contribution records, and any other information deemed necessary for Program assessment. Any failure to provide required information, any inaccuracy, or any misrepresentation shall entitle JioStar to disqualify the Agency from participation, downgrade its Partner Benefits, or terminate its involvement in the Program without the requirement of prior notice.
- (ii) The Agency agrees and accepts that no guarantee is made by JioStar regarding the availability, consistency, or continuity of any Partner Benefits, its and/or recognition.
- (iii) The Selected Partner agrees that the Partner Benefits cannot be transferred, negotiated, refunded or exchanged. It is clarified that no other gratification, cash equivalent of the Partner Benefits or alternative gratification will be awarded to the Selected Partner, and the Selected Partner cannot exchange the Partner benefits for cash or a gift of similar value. The Program or the Partner Benefits cannot be combined with any other program, contest or activity. If the Selected Partner refuses to accept the Partner Benefits, JioStar shall be released from all obligations towards the Selected Partner in connection to the Program, Partner Benefits or otherwise.
- (iv) The Selected Partner(s) agree that if due to any reason whatsoever, the Partner Benefits and/or anything in connection to the Partner Benefits and/or the enjoyment of the Partner Benefits becomes ineffective or invalid, JioStar cannot be held responsible and/or liable for the same.
- (v) The Agency shall conduct itself in a professional and ethical manner, comply with all applicable laws, and abide by all JioStar terms, policies, operational guidelines, and instructions issued from time to time.
- (vi) The Agency/Selected Partner agrees that it shall not misrepresent JioStar, exaggerate Program benefits/ Partner Benefits, claim endorsement beyond what is expressly provided, or engage in any conduct that may harm JioStar's reputation, brand, or business interests.
- (vii) The Agency/Selected Partner shall ensure that its employees, contractors, representatives, and affiliates comply with these Terms and Conditions.

- (viii) JioStar may, at its sole discretion, disqualify, suspend, downgrade, or terminate a Selected Partner and/or Agency's participation in the Program under any of the following circumstances, among others:
  - (a) submission of incorrect, incomplete, or fraudulent information;
  - (b) breach of these Terms and Conditions or any JioStar policy;
  - (c) misconduct, misrepresentation, unethical conduct, or unlawful activity;
  - (d) misuse of JioStar intellectual property or Badges;
  - (e) actions detrimental to JioStar's brand, reputation, or business interests;
  - (f) failure to meet eligibility or requirements of JioStar.
- (ix) Upon termination of the Partner Benefits, the Agency/Selected Partner shall immediately cease the use of Badges and Partner Benefits provided to the Selected Partners; and remove all references to JioStar partnership from its materials and communications.
- (x) If any Agency/Selected Partner engages in any behaviour that JioStar in its sole discretion believes to be prejudicial to the spirit of the Program, it will result in such Agency's disqualification from the Program and the receipt of any Partner Benefits.
- (xi) By participating in the Program, the Agency expressly agrees that JioStar may reference the Agency's name, logo, status, achievements, completion of training, or participation in the Program in any promotional materials, marketing communications, announcements, or listings across JioStar's official channels, digital platforms, websites, or partner initiatives.
- (xii) Except as expressly provided herein, all ancillary costs associated with the receipt or use of the Partner Benefits, whether direct and/or indirect, including without limitation charges, expenses, taxes, costs, etc. are the sole responsibility of the Selected Partner(s).
- (xiii) Participation in the Program requires the Agency to provide business information, operational data, and personal information of its authorized representatives ("**Agency Data**"). Such Agency Data may be used by JioStar for Program administration, communications, verification, analytics, selection, marketing-related activities, and service improvement. By participating in the Program, the Agency voluntarily consents to the collection, processing, storage, and transfer of Agency Data in accordance with applicable data protection laws and JioStar's Privacy Policy. The Agency acknowledges that withdrawal of consent may impact its continued eligibility and may result in removal from the Program. JioStar may share Agency Data with its affiliates, vendors, service providers, and contractors for purposes relating to Program operations. JioStar shall not be liable for inaccuracies in Agency Data provided by the Agency.
- (xiv) Neither JioStar nor its group companies or their employees provide any assurances or guarantees regarding the Partner benefits, including quality, merchantability or fitness for purpose. The Selected Partner agrees not to hold JioStar and/or JioStar group companies and/or their respective employees responsible for any delay in receiving the Partner Benefits or any inability to enjoy the Partner Benefits due to any failure by provider/manufacturers of the Partner Benefits, or any of their agents, or otherwise for any other problem in relation to Partner Benefits. It is clarified that JioStar and/or JioStar group companies shall not be responsible for the brand, quality, value etc. in relation to the Partner Benefits. JioStar and/or its group companies shall not be held liable for any failure, inaccuracy, and/or any other defect or deficiency in the Partner Benefits or the Program. Neither JioStar nor JioStar group companies shall be liable for any delays or failures in any notifications, or the Program in general.
- (xv) All decisions taken by JioStar shall be final and binding and shall not be subject to any appeal of any nature whatsoever. Agency hereby confirms that it has waived all rights to dispute any decision(s) made by JioStar.
- (xvi) JioStar reserves all rights to make amendments to the existing Terms and Conditions or withdraw, vary, amend, temporarily suspend or terminate the Program at any time, without giving prior notice or reason, for any reason whatsoever. It shall be the sole responsibility of the Agency(ies) to check the rules and regulations of the Program on <https://www.jiostar.com/legal-terms-policies/>

- (xvii) Except for the limited rights expressly granted herein, nothing in these Terms and Conditions shall be construed as transferring or assigning any intellectual property rights of JioStar to the Agency/Selected Partners. All trademarks, logos, brand assets, Badges, training content, documentation, and Program materials remain the sole and exclusive property of JioStar. The Agency shall not copy, distribute, recreate, reverse-engineer, or create derivative works from any JioStar materials provided under the Program.
- (xviii) The Agency agrees to defend, indemnify, and hold harmless JioStar, its affiliates, group companies, officers, directors, employees and/or any other person from and against any suits, actions, proceedings, causes of action, litigation, injury, harm, claims, losses, liabilities, damages, costs, or expenses (including legal fees) arising out of or relating to:
- (a) breach of these Terms and Conditions;
  - (b) any act of the Agency and/or Selected Partner(s);
  - (c) misuse of JioStar's intellectual property or Program assets;
  - (d) violation of applicable laws;
  - (e) claims by third parties arising out of the Agency's conduct, representations, or business operations.
- (xix) To the fullest extent permitted by applicable law, JioStar shall not be responsible or liable for any loss, injury, damage, claim, liability, or expense of any kind arising out of or in connection with:
- (a) participation or inability to participate in the Program;
  - (b) reliance on any Program benefit, feature, or communication;
  - (c) modification, suspension, or termination of any Program benefit;
  - (d) technical malfunctions or third-party operational issues;
  - (e) agency-client disputes or business outcomes associated with the Agency's use of Badges or recognition.
- (xx) Under no circumstances will JioStar, JioStar group companies be liable for any consequential, indirect, special, punitive, or incidental damages or lost profits, whether direct or indirect, arising in any way whether in contract, tort (including negligence) or otherwise.
- (xxi) JioStar is empowered to take a decision on any case with respect to this Program not covered by the present Terms and Conditions.
- (xxii) JioStar may request the Agency's participation in promotional activities, including but not limited to case studies, interviews, testimonials, or feature content. While participation in promotional activities is voluntary, refusal may render certain visibility-related benefits or listings unavailable. All intellectual property rights in promotional assets created by JioStar shall vest exclusively in JioStar.
- (xxiii) In the event of any fault, misunderstanding or dispute concerning any part of the Program, JioStar is empowered to take a decision on any case or instances not covered by the present Terms and Conditions.
- (xxiv) If the operation of this Program is prevented or affected by an event of force majeure or otherwise, JioStar may cancel all or any part of the Program or take such other decision as it deems fit.
- (xxv) If any court or other competent authority holds any provision (or any part of such provision) of these Terms and Conditions to be void or unenforceable, the other provisions of these Terms and Conditions and the remainder of the affected provisions shall continue to be valid.
- (xxvi) These Terms and Conditions shall be construed and governed in accordance with the laws of India and exclusive jurisdiction over all matters arising out of or in relation hereto shall vest in Mumbai.
- (xxvii) Any dispute or claim arising out of or in relation to the Contest or these Terms and Conditions shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time, by a sole arbitrator nominated at the sole discretion of JioStar. The place of arbitration shall be New Delhi. The language of arbitration shall be English. The award of the arbitral tribunal shall be final and binding on the parties.

(xxviii) If any provision of these Terms and Conditions is found to be invalid or unenforceable, all remaining provisions shall continue in full force and effect.

## **ANNEXURE I**



JoStar Preferred  
Partner\_Guidelines.pdf