

TERMS AND CONDITIONS & PRIVACY POLICY

Last modified: 30th April, 2025

1. INTRODUCTION & SCOPE

1.1 Company Overview

Thinking Hats Consumer Insights LLP 'Scriptest' ("Company" or "We") is a provider of AI-driven script analysis and testing services. Our proprietary artificial intelligence and machine learning technologies facilitate the evaluation, refinement, and optimization of scripts for content creators, production houses, and media professionals. The Company's mission is to enhance creative storytelling by delivering comprehensive script analysis insights powered by AI.

1.2 Purpose of These Terms & Conditions

These Terms and Conditions ("Terms") govern the use of the Company's AI-based script analysis and testing services ("Services"). By accessing or using the Services, the Client ("You" or "Client") acknowledges and agrees to be legally bound by these Terms. These Terms establish the rights and obligations of both Scriptest and its Clients, ensuring transparency, compliance, and the protection of proprietary interests.

By engaging in the use of our Services, Clients agree to comply with these Terms and maintain a secure, confidential, and collaborative relationship with ThinkingHats.ai.

2. CONFIDENTIALITY & NON-DISCLOSURE

2.1 Confidential Information

All scripts, documents, and related content submitted to the Company for analysis shall be treated as confidential and proprietary information of the Client.

2.2 Obligations

The Company implements robust security measures, including but not limited to encryption and restricted access, to safeguard confidential data. Both parties agree not to disclose, share, or disseminate such information to third parties without prior written consent.

2.3 Exceptions

Confidentiality obligations shall not apply to information that:

- (i) was already lawfully known to the Company without confidentiality restrictions;
- (ii) becomes publicly available through no wrongful act of the Company; or
- (iii) is required to be disclosed under applicable law, regulation, or legal process.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 Client Ownership

Clients retain full ownership rights over any submitted scripts and related intellectual property.

3.2 Derivative Works

All reports, insights, and analyses generated by the Company's AI models remain the property of the Client unless otherwise agreed in writing.

3.3 AI Training

Client-submitted scripts may be used for AI model training unless the Client expressly opts out in writing. Any use of anonymized insights for service enhancement purposes shall be conducted in compliance with applicable data protection laws.

4. USE OF AI & AUTOMATED ANALYSIS

4.1 Nature of Services

The Company's Services are powered by AI-driven algorithms and machine learning models. While efforts are made to ensure accuracy, AI-generated outputs may contain errors or discrepancies.

4.2 No Guarantees

Insights, recommendations, or evaluations provided by the Company should not be considered as definitive. Clients are advised to conduct independent assessments before making any creative or business decisions based on AI-generated analysis.

5. SERVICE LIMITATIONS & DISCLAIMERS

5.1 No Warranties

The Company provides Services on an "as is" and "as available" basis, without any express or implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

5.2 Liability Limitation

The Company shall not be held liable for any direct, indirect, incidental, consequential, or special damages arising from the use of the Services.

6. COMPLIANCE WITH LAWS

6.1 Regulatory Compliance

The Company adheres to all applicable data protection laws, including but not limited to the General Data Protection Regulation (GDPR).

6.2 Intellectual Property Compliance

Clients warrant that all submitted scripts do not infringe upon any third-party intellectual property rights.

7. END-USER LICENCE AGREEMENT

7.1 Grant of Licence

Subject to your compliance with the terms and conditions of this Agreement, we hereby grant you a non-exclusive, non-transferable, revocable, limited license to use the Application strictly for your personal, non-commercial purposes via a compatible web browser.

You agree not to use the Application for any commercial exploitation unless explicitly authorized in writing by us.

7.2 Restrictions on Use

You acknowledge and agree that you shall not:

- Sell, sublicense, rent, lease, distribute, host, or otherwise commercially exploit the Application or any of its content;
- Copy, reproduce, duplicate, or use the Application for any purpose other than personal and non-commercial;
- Modify, alter, adapt, translate, reverse engineer, decompile, disassemble, or attempt to derive the source code of the Application or any part thereof;
- Circumvent, disable, or otherwise interfere with security-related features or restrictions imposed by the Application.

7.3 User Generated Content

The Application may provide features that allow you to submit, upload, or generate content (such as text or other data). By submitting such content, you warrant that:

- You own or have the necessary rights to such content;
- You are solely responsible for any content you submit;
- Such content does not violate any applicable law, regulation, or third-party rights.

We reserve the right to remove any content deemed inappropriate, unlawful, or in violation of this Agreement.

7.4 Updates and Modifications

We reserve the right to update, modify, or enhance the Application at our sole discretion. Updates may include new features, performance improvements, and bug fixes. These updates may be automatically applied without notice. Continued use of the Application following such updates constitutes your acceptance of the modifications.

7.5 Feedback and Suggestion

By voluntarily providing us with feedback, suggestions, or ideas concerning the Application, you agree that we are free to use such input without restriction, acknowledgment, compensation, or obligation to you. We retain all rights to any improvements resulting from such feedback.

7.6 Ownership

All intellectual property rights, including but not limited to trademarks, copyrights, software, content, and design elements of the Application, are and shall remain the exclusive property of Thinking Hats. Nothing in this Agreement shall be construed as transferring any ownership rights to you.

You are prohibited from using our trademarks, trade dress, or copyrighted materials without express written consent.

7.7 Termination

This Agreement is effective from the moment you access or use the Application and shall remain in effect unless terminated by either party. We reserve the right to suspend or terminate your access to the Application at any time, with or without notice, for any reason including violation of this Agreement.

Upon termination, your right to use the Application shall immediately cease.

7.8 Disclaimer of Warranties

The Application is provided "as is" and "as available" without warranties of any kind, either express or implied. We do not guarantee that the Application will be uninterrupted, error-free, or secure.

7.9 Limitation of Liability

To the maximum extent permitted by applicable law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of data or profit, arising out of or in connection with your use or inability to use the Application.

7.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Mumbai, without regard to its conflict of law principles. Any disputes arising from or related to this Agreement shall be subject to the exclusive jurisdiction of the courts located in Mumbai.

PRIVACY POLICY

8.1 Website Privacy Notice

This notice describes our practices for collecting, using, maintaining, protecting, and disclosing the personal data we may collect from you or that you may provide when you visit our websites or other digital properties, communications, or forms that link or refer to this notice (our "**Website**"). This notice applies to the personal data collected through our Website, regardless of the country where you are located.

The Website may include links to third-party websites, plug-ins, services, social networks, or applications. Clicking on those links or enabling those connections may allow the third party to collect or share data about you. We do not control these third-party websites, and we encourage you to read the privacy notice of every website you visit.

Please read this notice carefully to understand our policies and practices for processing and storing your personal data. By engaging with our Website, you accept and consent to the practices described in this notice. This notice may change from time to time. Your continued engagement with our Website after any such revisions indicates that you accept and consent to them, so please check the notice periodically for updates.

8.2 Data We May Collect About You

We collect and use different types of data from and about you including:

- Personal data that we could reasonably use to directly or indirectly identify you, such as your name, email address, telephone number, username or other similar identifier, or any other identifier we may use to contact you online or offline ("**personal data**").
- Non-personal data that does not directly or indirectly reveal your identity or directly relate to an identified individual, such as demographic information, statistics, or aggregated information. Statistical or aggregated data does not directly identify a specific person, but we may derive non-personal statistical or aggregated data from personal data. For example, we may aggregate personal data to calculate the percentage of users accessing a specific Website feature.
- Technical information, including the Internet protocol (IP) address used to connect your device to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, or operating system and platform.
- Non-personal details about your Website interactions, including the full Uniform Resource Locators (URLs), clickstream information to, through, and from our Website (including date and time), products viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), or methods used to browse away from the page.
- We collect and store data, including but not limited to Scripts and uploaded content for analysis.

If we combine or connect non-personal, demographic, or technical data with personal data so that it directly or indirectly identifies an individual, we treat the combined information as personal data.

8.3 How We Collect Data About You

We use different methods to collect data from and about you including through:

- **Direct interactions.** You may give us information about you by filling in forms or by corresponding with us. This includes information you provide when you create an account, subscribe to our service, submit a search query, participate in discussion boards or other social media functions on our Website and when you report a problem with our Website.
- **Automated technologies or interactions.** As you interact with our Website, we may automatically collect technical data about your equipment, browsing actions and patterns as specified above. We collect this information by using cookies, server logs, and other similar technologies.
- **Third parties or publicly available sources.** We may receive information about you if you visit other websites employing our cookies or from third parties including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies, data brokers, or aggregators.

Cookies and Automatic Data Collection Technologies

Our Website uses cookies (small files placed on your device) or other automatic data collection technologies to distinguish you from other Website users. This helps us deliver a better and more personalized service when you browse our Website. It also allows us to improve our Website by enabling us to:

- Estimate our audience size and usage patterns.
- Store your preferences so we may customize our Website according to your individual interests.
- Speed up your searches.
- Recognize you when you return to our Website.

Certain features of our Website may use Flash cookies (local stored objects) instead of browser cookies to collect and store information about your preferences and navigation to, from, and on our Website. Flash cookies and browser cookies use different management tools and you must manage their settings separately.

Our Website pages and emails may contain web beacons (small transparent embedded images or objects, also known as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count website page visitors or email readers, or to compile other similar statistics such as recording Website content popularity or verifying system and server integrity.

Third-Party Use of Cookies and Other Tracking Technologies

Some content or applications, including advertisements, on the Website are served by third parties, including advertisers, ad networks and servers, content providers, and application providers. These third parties may use cookies alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our Website. They may associate the information collected with your personal data or they may collect information, including personal data, about your online activities over time and across different websites or other online services. They may use this information to provide you with interest-based (behavioral) advertising or other targeted content.

We do not control how these third-party tracking technologies operate or how they may use the collected data. If you have any questions about an advertisement or other targeted content, you should contact the responsible provider directly.

8.4 How We Use Your Personal Data

We use your personal data to provide you with products, offer you services, communicate with you, deliver advertising and marketing or to conduct other business operations, such as using data to improve and personalize your experiences. Examples of how we may use the personal data we collect include to:

- Present our Website and provide you with the information, products, services, and support that you request from us.
- Meet our obligations and enforce our rights arising from any contracts with you, including for billing or collections, or comply with legal requirements.
- Fulfill the purposes for which you provided the data or that were described when it was collected.
- Notify you about changes to our Website, products, or services.
- Ensure that we present our Website content in the most effective manner for you and for your computer.
- Administer our Website and conduct internal operations, including for troubleshooting, data analysis, testing, research, statistical, and survey purposes.
- Improve our Website, products or services, marketing, or customer relationships and experiences.
- Enable your participation in our Website's interactive, social media, or other similar features.
- Protect our Website, employees, or operations.

- Script analysis and AI-driven recommendations.
- Measure or understand the effectiveness of the advertising we serve to you and others, and to deliver relevant advertising to you.
- Make suggestions and recommendations to you and other users of our Website about goods or services that may interest you or them.

We may use non-personal data for any business purpose.

8.5 Disclosure of Your Personal Data

We may share your personal data with:

- Any member of our corporate group, which means our subsidiaries, our ultimate holding company and its subsidiaries, and our affiliates.
- Business partners, suppliers, service providers, sub-contractors, and other third parties we use to support our business (such as analytics and search engine providers that assist us with Website improvement and optimization). We contractually require these third parties to keep that personal data confidential and use it only for the contracted purposes.
- Advertisers and advertising networks that require the data to select and serve relevant ads to you and others. We do not disclose data about identifiable individuals to our advertisers, but we may provide them with aggregate information about our users (for example, we may inform them that 500 men aged under 30 have clicked on their advertisement on any given day). We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in a specific location). We may make use of the personal data we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience.
- To fulfil the purpose for which you provide it. For example, if you give us an email address to use the "share" feature of our Website, we will transmit the contents with the recipients.
- For any other purposes that we disclose when you provide the data.
- With your consent.

We may also disclose your personal data to third parties:

- In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets.
- To a buyer or other successor in the event of merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, where one of the transferred assets is the personal data we hold.
- To comply with any court order, law, or legal process, including responding to any government or regulatory request.
- To enforce or apply our terms of use and other agreements.
- To protect the rights, property, or safety of our business, our employees, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of cybersecurity, fraud protection, and credit risk reduction.

We may share non-personal data without restriction.

8.6 Consent to Personal Data Transfer

We may process, store, and transfer the personal data we collect, in and to a country outside your own, with different privacy laws that may or may not be as comprehensive as your own, including United States.

By submitting your personal data or engaging with our Websites, you consent to this transfer, storing, or processing.

8.7 Your Personal Data Use Choices

We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising.

- **Promotional Offers from the Company.** If you do not want us to use your email address/contact information to promote our own products and services, or third parties' products or services, you can opt-out by sending us an email with your request to [contactus@thinkinghats.info].
- **Tracking Technologies and Advertising.** You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies.
- Our Website may, from time to time, contain links to and from the websites of our partner networks, advertisers, and affiliates, or include plug-ins enabling third-party features. If you follow a link to any third-party website or engage a third-party plug-in, please note that these third parties have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these third parties.

8.8 Accessing and Correcting Your Personal Data

You can access, review, and change your personal data by logging into the Website and visiting your account profile page.

8.9 Data Security

The security of your personal data is very important to us. We use physical, electronic, and administrative safeguards designed to protect your personal data from loss, misuse, and unauthorized access, use, alteration, or disclosure. We store all personal data you provide to us behind firewalls on servers employing security protections.

The safety and security of your information also depends on you. Where we have given you (or where you have chosen) a password for access to certain parts of our Website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone. We urge you to take care when providing information in public areas of the Website like message boards, which any Website visitor can view.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do our best to protect your personal data, we cannot guarantee the security of your personal data transmitted to our Website. Any transmission of personal data is at your own risk. We are not responsible for the circumvention of any privacy settings or security measures contained on the Website.

Clients shall be notified of data breaches within legally mandated timeframes, with corrective measures implemented promptly.

8.10 Children's Online Privacy

We do not direct our Website to minors and we do not knowingly collect personal data from children under 16 or as defined by local legal requirements. If we learn we have mistakenly or unintentionally collected or received personal data from a child without appropriate consent, we will delete it. If you believe we mistakenly or unintentionally collected any information from or about a child, please contact us.

8.11 Changes to Our Privacy Notice

We will post any changes we may make to our privacy notice on this page. If the changes materially alter how we use or treat your personal data we will notify you by email to the primary email address specified in your account. Please check back frequently to see any updates or changes to our privacy notice.

For privacy concerns, contact contactus@thinkinghats.info.

SCRIPT SUBMISSION TERMS

By proceeding with your subscription, you acknowledge and agree to the following terms regarding script analysis:

1. **Language Requirements:** Scripts that are **not written in English or Hindi** must be submitted directly to us for analysis. These scripts will require additional processing time compared to standard script analyses.
2. **Series Submissions:** Any script uploaded under the **Series Section** will be considered an **independent episode analysis** and will count toward the total number of scripts you are allowed to upload.
3. **Input Quality Matters:** The **accuracy and quality of the uploaded script** will impact the quality of the analysis. **Spelling mistakes and formatting errors** may lead to inaccuracies or misinterpretations in the analysis results.
4. **Restricted Access to Reports:** Only the **designated admin** will have access to **download the PDF version** of script analysis results. **Scripttest is not responsible for unauthorized distribution, data leaks, or any public exposure** of analysis reports beyond its control.
5. **PDF Download Access & Liability Disclaimer**
Only the designated admin shall have access to share the PDF version of script analysis results. Scripttest shall not be held liable for any unauthorized distribution, data leaks, or public exposure of analysis reports beyond its control.
6. **Each upload is considered and will be treated as a new script.**

Please address questions, comments, and requests regarding the above terms and conditions to contactus@thinkinghats.info.

Our corporate headquarters are located at Mumbai, Maharashtra, India.
