

# SHI

## Social Media Terms of Use 2018

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Sears Holdings India recognizes the importance of communicating through Social Media websites and the positive impact Social Media communications may have on our business. Many associates have positively promoted our Company by mentioning our brands, products, solutions, culture and values on Social Media websites. This is a great way to support the Company.

The intent of these Terms of Use (ToU) is not to restrict the flow of useful and appropriate information. Instead, we want to remind associates that when they use Social Media they are obligated to adhere to Company Policies relating to confidential information regarding products, services, solutions, finances, and business strategies.

Guidelines for electronic world are similar to the values, ethics and confidentiality policies associates are expected to live by every day, whether you're tweeting, talking with members, prospective talent or chatting over the neighbor's fence. Remember, your responsibility to SHI doesn't end when you are off the clock.

For that reason, these ToU apply to both company sponsored social media and personal use as it relates to SHI.

## 1.1 Definitions

### 1.1.1 SHI (the Company)

Refers to the entity 'Sears IT and Management Services India Pvt. Ltd.,' (also known as Sears Holdings India/SHI)

### 1.1.2 Social Media

For the purposes of this document, Social Media is defined to include, but is not limited to, the following:

- Blogs
- Message Boards
- Chat rooms
- Online forums
- Social networks
- Video sites
- Digital communications systems including smart phones, i-pads and so on

### 1.1.3 Social Media Channels

The SHI Facebook page, Twitter account @SearsIndia, LinkedIn Company Page, Official Pinterest Board, and Google+ accounts are collectively called "social media channels". Company may include additional official accounts as and when available. This document will be updated accordingly.

### 1.1.4 Associate

Associate refers to individuals who are employed by SHI and any of the subsidiaries of our parent company Sears Holdings Corporation (SHC), including SHC.

### 1.1.5 Members

Members refer to the clients and customers of the Company's parent organization Sears Holdings Corporation and all its subsidiaries.

### 1.1.6 User/Visitor

Refers to any individual who uses the WWW, and/or is registered with any of the Social Media sites as mentioned in 1.1.1 using a valid email ID. User/Visitors include Associates as defined in 2.1.4

### 1.1.7 Copyright

Copyright protects the right of an author to control reproduction and use of any creative expression that has been fixed in tangible form, such as literary works, graphical works, photographic works, audiovisual works, electronic works and musical works. It is illegal to reproduce, use or share copyrighted material through social media channels without the permission of the copyright owner.

## 1.2 Applicability

The ToU is applicable to every user visiting and/or interacting on the social media pages of SHI, and on posts that reference the Company directly or indirectly. In order to ensure that the Company and its associates adhere to their ethical and legal obligations, associates, vendors, and visitors are required to comply with this ToU.

## 1.3 Tools

Social Media and its tools and technologies are rapidly changing and will continue to change. The Company intends that this ToU apply to current tools and technologies and to all of the new tools and technologies as they develop even though this ToU does not refer to new tools and technologies.

## 1.4 The Terms of Use

Your use of the SHI social media channels is subject to these Terms of Use and the terms of use of the social platform from which you accessed these Terms of Use.

The SHI website ([www.searsholdingsindia.in](http://www.searsholdingsindia.in)), Facebook page, Twitter account @SearsIndia, LinkedIn Company Page, Pinterest Board and Google+ accounts are social media locations for community members to connect to and learn about SHI through information, pictures

and video concerning initiatives and programs. Our goal is to provide useful and interesting content about our company and foster an open and respectful dialogue relating to the specific topics covered in our posts and tweets and other multi-media. We hope to attract good talent by sharing publicly, the best practices within our organization.

SHI reserves all rights relating to the company's social media channels, including but not limited to:

- (i) adding, removing, or modifying any content,
- (ii) blocking disruptive users;
- (iii) discontinuing and/or creating any of social media channel at any time. Medical and health topics categorized under "A Twist of Health" should never be construed as medical advice. You are advised to contact a health care professional in your area if you need medical advice. All efforts are made towards ensuring that information on any of our social media channels is accurate, complete, reliable, useful, timely or current, to the best of our knowledge; however, SHI does not represent this. You read all content at your own risk.

SHI may, in its sole discretion, delete irresponsible content or content that is otherwise inconsistent with the purpose of the SHI's social media channels; which is, dissemination and sharing of on-topic, appropriate content. To the extent applicable, SHI reserves the right to block any user that fails to follow these Terms of Use. Examples of inappropriate or off-topic messages include, but are not limited to, the following:

- i. Defamatory, malicious, obscene, intimidating, discriminatory, harassing or threatening comments or hate propaganda;
- ii. Calls to violence of any kind;
- iii. Activity that violates any law or regulation;
- iv. Attempts to target SHI or SHI Followers to offer goods or services, of either a commercial or private nature;
- v. Spam directed at SHI or any of SHI's Followers, including any form of automatically generated content or repeatedly posting the same content;
- vi. Content deemed to constitute an unapproved use of any of our products or is otherwise false or misleading;
- vii. Any potential infringement upon any intellectual property rights, including but not limited to, brand names, trade names, logos, copyrights or trade secrets of any person, business or place;
- viii. Other content deemed to be off-topic or to disrupt the purposes of the channel, its Followers, and its sense of community and acceptance; and

- ix. Content posted by fake or anonymous users.

Our social media channels are not the appropriate place to resolve issues, complaints or suggestions about individual issues, services or solutions, neither are they the place to post product complaints of any of the subsidiaries of our parent organizations. SHI is a pure-play IT organization and we provide solutions and services to our parent organization.

If you're interested in sharing comments or feedback outside the scope of these channels, you can send a message to [SHI dot Communications at searshc dot com](#). Comments may be forwarded to other SHI/SHC departments and personnel to ensure appropriate follow-up.

SHI does not create, control, represent, or endorse any opinions or statements expressed by others within its social media channels, including those that Follow/Like SHI and those Followed/Liked by SHI and that any content posted by anyone other than SHI is the responsibility of the submitter and not SHI. Links which take you out of our social media channels, websites, and digital assets are not under the control of SHI, and SHI is not responsible for the terms and conditions, privacy policy, or content of any such site or any further links from such site. SHI provides these links to you only as a convenience, and the inclusion of any link does not imply endorsement of the linked site by SHI. If SHI follows another user's account, "likes" another page, re-tweets, "favorites," shares, or otherwise re-posts another user's content, such an action does not constitute an endorsement.

Content you submit to our website/social media channels is public and will not place SHI under any obligation to you. This means SHI is free to disclose and use the ideas contained in content on a non-confidential basis to anyone without any liability to you. You should also not use SHI's social media channels to submit unsolicited ideas. Generally we don't accept these, and if you submit any – for example by posting them – you need to understand that you don't have ownership rights in such ideas, that we won't compensate or reward you, and that we don't waive any rights to use similar or related ideas previously known to us, developed by our associates, or obtained from other sources.

You agree that by posting content on our social media channels, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit and display and distribute such content in any and all media or distribution methods now known or later developed.

Further, by submitting content you represent and warrant to SHI that you are the sole owner of the content and that SHI's use of the content will not violate the rights of any third party, including, but not limited to copyright rights; and that you will defend and hold SHI harmless from any and all claims arising therefrom. By submitting content you waive any right to inspect or approve of such uses and agree to hold harmless SHI and all others identified above from any and all claims you, your heirs, executors or assigns may at any time have against SHI on account of the granting of the license or arising out of SHI's use of the content.

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