

Terms & Conditions of Subscription to Biziverse

Introduction

This transaction is between our company, Biziverse Pvt. Ltd. (hereinafter referred to as "BIZIVERSE"), and your organization (hereinafter referred to as "CUSTOMER").

BIZIVERSE has developed a web-based portal (hereinafter referred to as "PORTAL"), which collectively includes the websites (biziverse.com, bzvz.in, bzvz.net, 1B2B.in, QikERP.com, and others) and their subdomains and related mobile applications and communications (e.g. SMS, WhatsApp, email), and which provide the facilities (hereinafter referred to as "SERVICES") of software modules and tools useful to businesses and their associated individuals and organizations, business promotional services, platforms for businesses to interact and transact, and other business-related activities.

CUSTOMER seeks to avail SERVICES on PORTAL for the period specified (hereinafter referred to as "PERIOD") in the invoice. These SERVICES will be availed by CUSTOMER's employees, CUSTOMER's customers, CUSTOMER's stakeholders and all other people that provide input to PORTAL with relevance to CUSTOMER, who will all be collectively referred to hereinafter as "USERS". CUSTOMER understands that, unless otherwise specified in this document, all deliverables and responsibilities of BIZIVERSE are limited to the PERIOD only.

Availability

Coverage

The basic coverage of SERVICES will include entry, update, and view of business-related activities for CUSTOMER by its USERS, within limitation of the available features or modules on PORTAL. The specific definition of and features covered in SERVICES and PORTAL will be decided and modified by BIZIVERSE without any notification to CUSTOMER.

Accessibility

BIZIVERSE will, during the PERIOD, make available the PORTAL and SERVICES for CUSTOMER to use. BIZIVERSE does not guarantee uninterrupted or error-free access to PORTAL or secure and accurate maintenance of information related to CUSTOMER and its USERS. However, BIZIVERSE will make commercially reasonable endeavours to keep SERVICES available 24 hours a day, seven days a week, except for (i) planned maintenance and (ii) unscheduled repairs as defined and determined necessary by BIZIVERSE, without prior notice to CUSTOMER.

Warranty

BIZIVERSE endeavours to identify and select reliable service providers to host its PORTAL and deliver SERVICES. However, BIZIVERSE neither warrants that the SERVICES will be uninterrupted, error-free and fully secure, nor warrants that SERVICES, PORTAL, and the information obtained by CUSTOMER and USERS through SERVICES will meet CUSTOMER's requirements or expectations. CUSTOMER assumes sole responsibility for results obtained from the use of PORTAL and SERVICES, and for conclusions drawn from such use.

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CUSTOMER will not hold BIZIVERSE responsible for any delay, delivery failures, or any other loss or damage resulting from (i) use or misuse of PORTAL or SERVICES, or (ii) malfunction of or inaccuracy in or or temporary unavailability of PORTAL or SERVICES for any reason, or (iii) inability to access PORTAL or SERVICES due to malfunction of or delays in network connectivity, SMS text messaging service, Internet, email services, etc. CUSTOMER acknowledges that SERVICES may be subject to limitations, delays and other problems inherent in the use of various communications facilities such as Internet, SMS text messages, emails, etc.

Training & Support

CUSTOMER acknowledges that the PORTAL and SERVICES are reasonably intuitive and easy to use, and do not require training. BIZIVERSE has made provisions to guide USERS through pop-ups and messages. BIZIVERSE is not liable to provide any other form of support to CUSTOMER or USERS, but may do so at its own initiative.

Usage

Registration & Administration

CUSTOMER understands that only organization owners or chief executive officers (including proprietors, partners, directors, CEOs) and their formally authorized representatives (wherein authority is given in legally acceptable written format by such chief executive officers) are permitted to create registration on PORTAL, which is necessary for a valid subscription.

CUSTOMER declares that it is a valid registered organization under Indian law, and that the system administrator (the individual who created registration of CUSTOMER on PORTAL) of the CUSTOMER's subscription account on BIZIVERSE is authorized by the CUSTOMER as an organization to represent CUSTOMER for all legal matters related to CUSTOMER's usage of the PORTAL and SERVICES.

This system administrator may, at their own responsibility and with consent, register other USERS that are employees of their firms or companies, and grant them appropriate rights for usage and configuration of their subscription.

Further, the PORTAL and SERVICES must only be accessed by USERS and CUSTOMER while sharing their genuine details; therefore, should CUSTOMER or any of its USERS register using incorrect details, or make false entries (such as, but not limited to, inquiries, orders, invoices, vouchers, appointments, or recovery reminders) on PORTAL or SERVICES, CUSTOMER will be held solely liable for such fraudulent usage and all its implications.

Legal Compliance

CUSTOMER shall ensure that all USERS shall abide by all guidelines and laws of the Government of India and all its states, and shall not use the PORTAL or SERVICES, directly or indirectly, for commercial, financial, discriminatory, offensive (racially, ethnically, or in any other way), religious, political, defamatory, threatening, obscene, illegal or indecent activities, or any activities that may hurt the sensitivities of people of any religion, caste, gender, sexual orientation, disability, nationality or residence, by way of files, images, material, information, data, or any content in any form. CUSTOMER indemnifies BIZIVERSE for all legal liabilities arising out of all aspects of usage by its USERS. CUSTOMER alone will face all consequences, liabilities and

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penalties arising out of violation of any laws or rights and out of any lawsuits, and pay for all expenses incurred by BIZIVERSE on account of these. BIZIVERSE reserves the right, without liability of BIZIVERSE and without providing any advance notice, to disable CUSTOMER's access to any content that breaches the provisions of this clause or to entirely suspend CUSTOMER's subscription without having the liability to refund any amount to CUSTOMER.

Access Rights

The rights to use SERVICES for the CUSTOMER's subscription during PERIOD are granted to CUSTOMER only, and NOT to any subsidiary or holding company of CUSTOMER. BIZIVERSE shall have the right to monitor the usage of PORTAL and SERVICES by CUSTOMER in order to fine-tune the quality of SERVICES and PORTAL, as deemed necessary and appropriate by BIZIVERSE.

Data & Security

Content Responsibility

CUSTOMER takes responsibility of ensuring that all email addresses and mobile phone numbers of USERS (with or without login access, having any role of its employees, administrators, customers, suppliers or any other stakeholders on PORTAL) are accurate, genuine, and acquired after informing these USERS about the communications (by text messages and emails) that they are likely to receive from PORTAL and taking their consent for receiving these communications. In case one or more of USERS takes offense or sues BIZIVERSE or PORTAL for sending unwanted information, CUSTOMER will take responsibility of the act and legal proceedings, and accept all costs, legal expenses, penalties, etc. directly as well as on behalf of BIZIVERSE.

Communications

CUSTOMER is solely responsible for the results obtained or conclusions derived from its usage of Biziverse by its own USERS as well as by other individuals and organizations accessing PORTAL or SERVICES in case CUSTOMER's activity has resulted in change of information that is accessible to them or communication being sent to them. In case CUSTOMER's actions resulted in communication to a party that does not conduct business with CUSTOMER, or does not wish to receive communications from CUSTOMER, CUSTOMER will be solely responsible for any legal consequences and penalties that may arise from actions taken by such a party.

Content Rights

CUSTOMER shall also ensure that all of the material or content (including files and images) uploaded or placed on PORTAL by USERS is freely redistributable, and not in violation of any copyright or intellectual property rights (IPR) in any form. CUSTOMER alone will face all consequences and penalties arising out of violation of any rights or laws. CUSTOMER shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all data CUSTOMER places on or receives from the PORTAL.

BIZIVERSE (and its sister concerns and associate businesses) has the right to use, during and after completion of the PERIOD, the name, logo, feedback, and contact details of CUSTOMER on its marketing publications and promotional materials (such as brochures, blogs, advertisements, leaflets, tweets, websites, PORTAL, third party portals, etc.) to mention the fact that CUSTOMER is or was a customer of BIZIVERSE

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and a user of PORTAL and services. BIZIVERSE also maintains the right to publish statistics of usage by CUSTOMER.

Third Parties

CUSTOMER also understands that the PORTAL facilitates interactions with external individuals and organizations outside its own USERS and such external parties may communicate with and view limited content of CUSTOMER, as deemed appropriate by BIZIVERSE, by way of various SERVICES on PORTAL, including but not limited to Web Store, Supplier Search, Online Expos, and Newsfeed. CUSTOMER is solely responsible for the accuracy of such content and for ensuring that external parties are not misinformed or offended on account of such content and data.

External Sites

BIZIVERSE may, time and again and in the interest of its users and customers, connect with other websites, mobile applications, and organizations, which are not in our control. Therefore, CUSTOMER and its USERS are advised to read the Privacy Policy of each website and each mobile application accessed.

Backup & Protection

BIZIVERSE may take backup of data and files associated with PORTAL from time to time. The database and files may include data associated with configuration, usage, images, etc. placed by or received by CUSTOMER. CUSTOMER will not consider maintenance of such data as infringement of any copyright or intellectual property rights. BIZIVERSE will make commercially reasonable efforts to maintain the confidentiality of such data and files.

In the event of any loss or damage to data or content of CUSTOMER on PORTAL, the CUSTOMER's sole and exclusive remedy shall be for BIZIVERSE to use reasonable commercial endeavours to restore the lost or damaged data from the latest backup of such data maintained by BIZIVERSE. BIZIVERSE shall not be responsible for any loss or exposure or destruction or damage to the data by action of any party under any other circumstances. BIZIVERSE recommends that CUSTOMER should frequently use the "Export to Excel" function in various pages of the PORTAL to fetch and save parts of CUSTOMER's entered data.

Intellectual Property Rights & Copyright

CUSTOMER shall not (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the PORTAL and/or its documentation (as applicable) in any form or media or by any means; or (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the software associated with the PORTAL; or (iii) access all or any part of the SERVICES and PORTAL in order to build a product or service which competes with the SERVICES or PORTAL; or (iv) use the SERVICES or PORTAL to provide services to third parties.

CUSTOMER accepts that BIZIVERSE solely owns all intellectual property rights associated with PORTAL and SERVICES, and that CUSTOMER has and will have no claim over IPR or copyright on SERVICES, PORTAL, or any content or data associated with PORTAL.

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CUSTOMER acknowledges that the PORTAL and SERVICES are available on a shared and not exclusive basis, and that BIZIVERSE is free to provide these to other organizations and individuals at any rates and terms.

Renewal of Subscription

CUSTOMER and BIZIVERSE may extend the PERIOD prior to completion of PERIOD upon payment of a subscription amount decided and proposed by BIZIVERSE and accepted and paid by CUSTOMER. The terms and conditions listed in this document will continue to remain in effect for the extended PERIOD also.

Termination

Non-Payment

BIZIVERSE is not responsible to provide access to CUSTOMER to PORTAL or SERVICES in case any payment from CUSTOMER to BIZIVERSE is pending for any reason, unless such pendency is explicitly confirmed as acceptable by BIZIVERSE. BIZIVERSE is not responsible to provide any access or deliverables related to PORTAL or SERVICES to any CUSTOMER that has not made payment for subscription during PERIOD to BIZIVERSE, and may discontinue such access at any time.

Violation of Terms

In case CUSTOMER violates any term stated in this document, BIZIVERSE has the right to suspend or terminate access of CUSTOMER to PORTAL and SERVICES without notice or refund to CUSTOMER. In case any user of PORTAL reports a violation of any stated term or law by CUSTOMER, BIZIVERSE has the right to suspend access of CUSTOMER to PORTAL to verify such violation, without notice or refund to CUSTOMER.

Termination by BIZIVERSE

In case BIZIVERSE finds itself unable to continue providing SERVICES or making PORTAL available for CUSTOMER to use for reasons within control of BIZIVERSE, BIZIVERSE may refund on pro-rata basis a part of the amount of subscription charges (not including any one-time charges) collected from CUSTOMER for the remainder of the PERIOD during which CUSTOMER cannot avail SERVICES. BIZIVERSE will not be liable to refund any additional amount.

Termination by CUSTOMER

If CUSTOMER chooses to stop using SERVICES or PORTAL at any time before completion of the PERIOD, CUSTOMER will not be entitled to receive any refund from BIZIVERSE.

Indemnity

CUSTOMER shall hold harmless, indemnify and defend BIZIVERSE against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with CUSTOMER's use of SERVICES and the PORTAL. CUSTOMER will reimburse BIZIVERSE for any such costs borne by BIZIVERSE within 15 days of notification by BIZIVERSE.

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Limitation of Liability

BIZIVERSE shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this transaction; and BIZIVERSE's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with performance or contemplated performance of the PORTAL & SERVICES shall be limited to a maximum cumulative total amount of Rs. 1,000 (One thousand rupees) or less.

Force Majeure

BIZIVERSE shall have no liability to CUSTOMER in case of malfunction or unavailability of PORTAL or SERVICES due to acts, events, omissions or accidents, including, without limitation, strikes, industrial disputes, failure of a utility service or telecommunications network, act of God, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

Jurisdiction

Any disputes arising out of this transaction will only be subject to Gandhinagar, Gujarat (INDIA) jurisdiction.

Severance

If any part of this document is found by any court or administrative body of competent jurisdiction to be illegal or invalid or unenforceable, the other parts will remain in force. If any part would be valid if some portion of it were deleted, the part would remain in force with whatever modification necessary to give effect to the intention of the original text of the part.

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