

WELCOME TO BIZSTART, owned and operated by Bizstart team (collectively, “Bizstart”). By accessing or interacting with the Site and Services, you agree to comply with and be legally bound by the terms and conditions of these Terms of Service (“**Terms**”), whether or not you become a registered user of the Services. These Terms govern your access to and use of the Site and Services and all Collective Content and constitute a binding legal agreement between you and Bizstart.

Bizstart provides an online venue and services that connect users providing information and advice (the “**Experts**”) with users seeking information and advice (the “**Seekers**”) (collectively, the “**Services**”), which Services are accessible at www.Bizstart.in and any other websites through which Bizstart makes the Services available (collectively, the “**Site**”).

In these Terms, “**you**” and “**your**” refer to the individual or entity that uses the Site and Services. “**We**”, “**us**”, or “**our**” refer to Bizstart. In addition, in these Terms, unless the context requires otherwise, words in one gender include all genders and words in the singular include the plural and vice-versa.

PLEASE READ THESE TERMS OF USE CAREFULLY AND OUR PRIVACY POLICY, WHICH MAY BE FOUND AT <https://www.bizstart.in/privacy-policy> AND WHICH IS INCORPORATED BY REFERENCE INTO THESE TERMS. BY ACCESSING OR USING THIS SITE AND THE SERVICES, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU HAVE NO RIGHT TO OBTAIN INFORMATION FROM OR OTHERWISE CONTINUE USING THE SITE.

Certain areas of the Site (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Services, or Collective

Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Services, or Collective Content.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE OR SERVICES OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, OR THROUGH THE SERVICES, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED WITH THE SITE AND APPLICATION.

If you are accepting or agreeing to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, “you” and “your” will refer and apply to that company or other legal entity.

DEFINITIONS:-

“Appointment” means a scheduled telephone call coordinated via the Services between an Expert and a Service Seeker.

“Collective Content” means Member Content and Bizstart’s Content.

“Content” means text, graphics, images, music, software, audio, video, information or other materials.

“Expert” means a Member who offers information and advice to other Members and creates a Listing via the Site or Services.

“Seeker” means a Member who uses the Site and Services to access information and advice from other Members.

“Listing” means an offer by an Expert to provide their Services via the Site and Services.

“Member” means a person who completes Bizstart’s account registration process as described under “User Account Registration” below, and includes, without limitation, Experts and Seekers.

“Member Content” means all Content that a Member posts, uploads, publishes, submits or transmits to be made available through the Site or Services and includes, without limitation, Listings.

“Tax” or “Taxes” means goods and services taxes (GST) and other similar municipal, state and local indirect or other withholding and personal or corporate income taxes.

MODIFICATIONS OF TERMS OF USE.

If any material change is made to these terms or our pricing plans, we will notify you before it takes effect provided that we have your correct email address. Your continued usage of the Bizstartplatform and services on or after that effective date, means that you accept and agree to be bound by the modified terms of use. If you don’t agree to them, you agree to immediately stop using this Site and Services and to provide Bizstart notice to delete your account and to remove you from any distribution lists or other communication lists that you are a part of through your use of this Site or Services.

ELIGIBILITY

The services are intended for use only by persons who are at least 18 years of age or such other age of majority if different from 18 in your jurisdiction of residence and are otherwise fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Your access may be terminated without warning if it is brought to our notice that You are under the age of majority in your jurisdiction of residence or are otherwise ineligible.

USE OF THE SITE AND SERVICES

The Site is a platform for registered Members to connect and schedule Calls in order to exchange information with other Members. You may view member profiles and Listings as an unregistered visitor to the Site; however, if you wish to use the Services or post a Listing, you must first register to create a Bizstart Account.

Bizstart's role is solely to facilitate the availability of the Site and Services and to provide services related thereto, such as Call scheduling, payment integration etc. Bizstart does not provide and is not responsible for Member Content or any information or communication exchanged between Members during Appointments or otherwise. Bizstart does not verify the credentials of any of its Members. You understand and acknowledge that Experts are not employees or agents of Bizstart but are independent service providers using the Site and Services to market their expertise to other Members and the public. You acknowledge that Bizstart will not be liable for any loss or damage caused by your reliance on information provided by Members or information contained in Member Content.

PLEASE NOTE THAT, AS STATED ABOVE, THE SITE AND SERVICES ARE INTENDED TO BE USED TO FACILITATE MEMBER INTERACTION. BIZSTART CANNOT AND DOES NOT CONTROL OR

GUARANTEE THE CONTENT CONTAINED IN ANY LISTINGS OR THE INFORMATION EXCHANGED BETWEEN MEMBERS VIA THE SERVICES. YOU UNDERSTAND AND ACKNOWLEDGE THAT BIZSTART IS NOT RESPONSIBLE FOR AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL LISTINGS AND INFORMATION PROVIDED UNDER THE SERVICES. ACCORDINGLY, ALL MEMBERS USE THE SITE AND SERVICES AT THEIR OWN RISK.

USER CONDUCT

You may only use the Services pursuant to the terms of this Agreement. You are solely responsible for Your use of the Services and shall abide by, and ensure compliance with, all applicable Laws, rules and regulations in connection with Your use of the Services, including but not limited to Laws related to taxation, intellectual property, privacy and export control. Use of the Services is void where prohibited.

By way of example, and not as a limitation, you agree not to:

1. violate any local, state, provincial, national, or any order of a court, or other law or regulation, including but not limited to anti-spam, export control, privacy, and anti-terrorism laws and regulations;
2. use the Site and Services or its Content for any purposes not authorized by these Terms of Use, including commercial, political, or religious purposes, including the submission or transmission of any Content that contains advertisements, promotional materials, junk mail, or any other form of solicitation;
3. infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;

4. use the Site or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or confidential financial information etc.
5. "stalk" or harass any other user of our Site or Services or collect or store any personally identifiable information about any other user other than for purposes of transacting as a member of the Bizstart platform;
6. harass, threaten, intimidate, impersonate, or attempt to impersonate any other person, falsify your contact or other information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Bizstart etc.
7. register for more than one Bizstart Account or register for a Bizstart Account on behalf of an individual other than yourself;
8. contact an Expert for any purpose other than asking a question related to the Services,
9. contact a Seeker for any purpose other than asking a question related to the Services;
10. use the Site and Services to find an Expert and then complete a transaction independent of the Site or Services in order to circumvent the obligation to pay any fees related to Bizstart's provision of the Services;
11. as an Expert, submit any Listing with false or misleading information, or submit any Listing with a price that you do not intend to honour;

12. recruit or otherwise solicit any other Member to join third party services or websites that are competitive to Bizstart, without Bizstart's prior written approval;
13. impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
14. use our Site or Services in connection with the distribution of unsolicited commercial email ("spam") or advertisements unrelated to lodging in a private residence;
15. access, download, monitor, or copy any information contained on our Site and Services through artificial means (including but not limited to use any 'deep-link', 'scraper', 'robot', 'spider' or other automatic device, program, algorithm or methodology, or any similar or equivalent automatic or manual process, or in any way reproduce or circumvent the navigational structure or presentation of the Site and Services or any content, to obtain or attempt to obtain any Content, materials, documents or information through any means not purposely made available through the Site and Services; or
16. sell, share, or otherwise transfer your account username, password, other information, or your rights or obligations under these Terms of Use;
17. interfere with or damage our Site or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
18. use automated scripts to collect information or otherwise interact with the Site or Services;

19. post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;
20. systematically retrieve data or other content from our Site or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
21. use, display, mirror or frame the Site, or any individual element within the Site, Services, Bizstart's name, any Bizstart trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Bizstart's express written consent;
22. access, tamper with, or use non-public areas of the Site, Bizstart's computer systems, or the technical delivery systems of Bizstart's providers;
23. probe, scan or test the vulnerability of the Site and Services or any network connected to the Site and Services, nor breach the security or authentication measures on or of the Site and Services or any network connected to the Site and Services. You may not reverse look-up, trace or seek to trace any information on any other user of the Site and

Services, or any other customer of Bizstart, including any Bizstart account not owned by you, to its source, or exploit the Site and Services or any service or information made available or offered by or through the Site and Services, in any way where the purpose is to reveal any information, including but not limited to personal identification or information other than your own information, except as expressly authorized by Bizstart and provided for by the Site and Services.

24. avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Bizstart or any of Bizstart's providers or any other third party (including another user) to protect the Site, Services or Collective Content;
25. forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services or Collective Content to send altered, deceptive or false source-identifying information;
26. attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services or Collective Content; or
27. advocate, encourage, or assist any third party in doing any of the foregoing.

Bizstart will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Bizstart may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that Bizstart has no obligation to monitor your access to or use of the Site, Services or Collective Content or to review or edit any Member Content, but has the right to do so for the purpose of operating the Site and Services, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

Bizstart reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Bizstart, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services.

USER ACCOUNT REGISTRATION

In order to be listed on the Site and/or to access certain features of the Site, you will be required to have an account (“Bizstart Account”) on the Bizstart platform.

You (as a Seeker) will automatically have an account created for you when you first use the Bizstart platform to schedule a call with an Expert.

Users registering as experts on Bizstart will be provided with user accounts upon successful completion of registration and other formalities, as prescribed by Bizstart from time to time.

You may apply for registration/enrollment as an expert on the platform by reaching out to us at hello@bizstart.in. However, approval or rejection of your application for registration as an Expert on the platform shall be at Bizstart’s sole discretion.

We will, as required, create your Bizstart Account for your use of the Site based on the personal information you provide to us.

You may not have more than one (1) active Bizstart Account.

You agree to provide accurate, current and complete information during any registration process on the platform and to update such information to keep it accurate, current and complete.

Bizstart reserves the right to suspend or terminate your Bizstart Account and your access to the Site and Services if you attempt to create more than one (1) Bizstart Account or try to access the Site or Services using multiple identities or if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.

You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Bizstart Account, whether or not you have authorized such activities or actions. You will immediately notify Bizstart of any unauthorized use of your Bizstart Account.

Listing as an Expert

You (as an Expert) may create a Listing to offer your services to other Members upon your registration as an Expert being approved by Bizstart. To this end, you may need to provide information including a brief professional description, years of commercial experience, expertise you offer as well as pricing and other financial terms applicable to your offering. Listings will be made publicly available via the Site.

Seekers will be able to schedule a call at an appointed time with you via the Site and Services based upon the information you provide in your Listing. You understand and agree that once a Seeker requests an Appointment, the price quoted under your Listing may not be altered.

You acknowledge and agree that you are solely responsible for any and all Listings you post. Accordingly, you represent and warrant that any Listing you post and the agreements you enter into with Seekers (i) will not breach any agreements you have entered into with any third parties and (ii) will (a) comply with all applicable laws, Tax requirements, and rules and regulations that may apply to you and (b) not conflict with the rights of third parties. Please note that Bizstart assumes no responsibility for the content of Listings or for any Member's compliance with any applicable laws, rules and regulations.

You understand and agree that Bizstart is not involved in the interactions between Members and does not refer or endorse or recommend particular Experts to Seekers. You also understand and acknowledge that Bizstart does not edit, modify, filter, screen, monitor,

endorse or guarantee Member Content or the content of communications between Members. As stated above, Bizstart is not party to any agreements entered into between Members.

Bizstart reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Bizstart, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services. You acknowledge and agree that, as an Expert, you are responsible for your own acts and omissions.

Rating and Feedback

Upon conclusion of the call, users (seekers), will, via an email checklist, be required to rate their calls with the expert on a scale of 1 to 5 with 1 being the lowest rating and 5 being the highest rating on various predefined parameters and provide any other feedback that they may want to provide with regard to the call.

No Endorsement

Bizstart does not endorse any of its Users or any members registered on the platform. In addition, although these Terms require Members to provide accurate information, we do not attempt to confirm, and do not confirm, any Member's purported identity or credentials. You are responsible for determining the identity and suitability of others who you contact via the Site and Services.

By using the Site or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of other Members or other third parties will be limited to a claim against the particular Members or other third parties who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from Bizstart with respect to such actions or omissions.

APPOINTMENT AND FINANCIAL TERMS

Appointment and Financial Terms for Experts:

When a 'Call' is scheduled with you via the Site, Bizstart will send you an email or text message confirming such booking, depending on the selections you make via the Site and Services and we will share the following details with you only for the purpose of the call with the Seeker including;

- (i) the first and last name of the Seeker who has scheduled the call,
- (ii) the email address and phone number of the Seeker,
- (iii) Language preferences
- (iv) Location, and
- (v) A brief description of the Seeker as provided by them and their top queries for the Expert.

The amount due and payable by a Seeker for speaking with You over a Call is referred to as an "Appointment Fee". Appointment Fees are quoted in each Listing for an Expert. The Appointment Fee quoted shall be inclusive of applicable service taxes.

All Appointment Fee Rates are set by Experts and not by Bizstart.

In consideration of the Services we provide, Bizstart charges you (as an Expert) a fee (the "Service Fee") as a percentage of the Appointment Fees collected on your behalf for the Scheduled Call. The current applicable percentage is Thirty three percent (33%).

The Service Fee shall normally be deducted from the Appointment Fee payable to you in respect of a 'Call'. Bizstart will remit the balance of the Appointment Fee to you after deducting the applicable Service Fee and any applicable withholding taxes. Except as otherwise provided herein, Service Fees are non-refundable.

Please note that Bizstart does not currently charge fees for the creation of Listings. However, you acknowledge and agree that Bizstart reserves the right, in its sole discretion, to charge you for and collect fees from you for the creation of Listings. Please note that Bizstart will provide notice of any Listing fee collection via the Site and Services, in accordance with these Terms, prior to implementing such a Listing fee feature.

Appointments and Financial Terms for Seekers

In order to Schedule a Call with an Expert, you understand and agree to pay Bizstart all Appointment Fees due, in advance via a third party online payment processor or by one of the payment methods described on the Site. You may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services. Once your transaction is complete, you will receive a confirmation email and a text message summarizing your payment transaction and information pertaining to the confirmed Call.

Bizstart cannot control any fees that may be charged to a Member by his or her bank related to Bizstart's collection of the Appointment Fees, and Bizstart disclaims all liability in this regard.

You (as a Seeker), not Bizstart, are solely responsible for honouring any scheduled Calls. If you choose to enter into a transaction with an Expert by scheduling a Call via the Site, these Terms and other terms, conditions, rules and restrictions associated with such Appointment as set out in the Listing may apply. You acknowledge and agree that you, and not Bizstart, will be responsible for performing the obligations of any such agreements, and Bizstart is not a party to such agreements and disclaims all liability arising from or related to any such agreements.

Cancellation and Refund

Calls, once scheduled by the Seeker, must be honoured and any cancellation by the seeker shall invite cancellation charges at the rate of 50% (fifty percent) on the appointment fee paid.

In any instance, if a Seeker cancels an appointment, a Seeker may opt to have the balance appointment fee after deduction of cancellation charges, refunded to their source account or be used to schedule another call on the platform.

Experts may not cancel a scheduled Appointment and any cancellation by the Expert shall invite cancellation charges at the rate of 50% (fifty percent) on the appointment fee normally payable to the Expert on the consummation of a call.

In the event that an Expert cancels an appointment, the Seeker shall be eligible for a full refund to their source account.

If you need any support with cancellation or rescheduling due to a real emergency, please contact our support team at hello@bizstart.in

If you have been improperly charged for an Appointment that was cancelled and require a refund, please contact Bizstart at hello@bizstart.in.

Taxes

You understand and agree that you are solely responsible for determining your applicable Tax reporting requirements in consultation with your tax advisors. Bizstart cannot and does not offer Tax-related advice to any Members of the Site and Services.

OWNERSHIP RIGHTS

The Site, Services, and Collective Content are protected by copyright, trademark, and other laws of India and international laws. You acknowledge and agree that the Site, Services and Collective Content, including all associated intellectual property rights is the exclusive property of Bizstart and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services, or Collective Content.

BIZSTART'S CONTENT AND MEMBER CONTENT LICENSE

Subject to your compliance with the terms and conditions of these Terms, Bizstart grants you a limited, non-exclusive, non-transferable license, to (i) access and view any Bizstart Content solely for your personal and non-commercial purposes and (ii) access and view any Member Content to which you are permitted access, solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section.

You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Site, Services, or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Bizstart or its licensors, except for the licenses and rights expressly granted in these Terms.

MEMBER CONTENT

Bizstart may, in its sole discretion, permit Members to post, upload, publish, submit or transmit Member Content. By making available any Member Content on or through the Site and Services, you hereby grant to Bizstart a worldwide, irrevocable, perpetual, non-exclusive,

transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Member Content on, through, or by means of the Site and Services. Bizstart does not claim any ownership rights in any such Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such Member Content.

You acknowledge and agree that you are solely responsible for all Member Content that you make available through the Site and Services. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available through the Site and Services or you have all rights, licenses, consents and releases that are necessary to grant to Bizstart the rights in such Member Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission or transmittal of the Member Content or Bizstart's use of the Member Content (or any portion thereof) on, through or by means of the Site and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

WARRANTY DISCLAIMER

THE SITE, SERVICES AND COLLECTIVE CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, BIZSTART EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. BIZSTART MAKES NO WARRANTY THAT THE SITE, SERVICES, COLLECTIVE CONTENT, INCLUDING, BUT NOT LIMITED TO, THE LISTINGS OR ANY INFORMATION PROVIDED VIA A CALL WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON

AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. BIZSTART MAKES NO WARRANTY REGARDING THE QUALITY OF ANY LISTINGS, THE SERVICES OR COLLECTIVE CONTENT OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY COLLECTIVE CONTENT OBTAINED THROUGH THE SITE OR THE SERVICES.

IF YOU CHOOSE TO USE THE SITE AND SERVICES, YOU DO SO AT YOUR SOLE RISK. YOU ACKNOWLEDGE AND AGREE THAT BIZSTART DOES NOT HAVE AN OBLIGATION TO CONDUCT BACKGROUND CHECKS ON ANY MEMBER, INCLUDING, BUT NOT LIMITED TO, SEEKERS AND EXPERTS, BUT MAY CONDUCT SUCH BACKGROUND CHECKS IN ITS SOLE DISCRETION.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM BIZSTART OR THROUGH THE SITE, SERVICES OR COLLECTIVE CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES. YOU UNDERSTAND THAT BIZSTART DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE SITE OR SERVICES. BIZSTART MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE SITE OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE SITE OR SERVICES. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE SITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, EXPERTS, REGARDLESS OF WHETHER SUCH COMMUNICATIONS OR INTERACTIONS ARE ORGANIZED BY BIZSTART.

UNLAWFUL ACTIVITY

We reserve the right (at our discretion) to investigate complaints or reported violations of the Terms and to take any action we deem appropriate including, but not limited to, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third-parties and disclosing any information necessary or appropriate to such persons or entities relating to your registration data, usage history, posted materials, IP addresses and traffic information etc.

TERMINATION AND ACCOUNT DEACTIVATION

Bizstart may, in its sole discretion and without liability to you, with or without cause, with or without prior notice and at any time: (a) terminate these Terms or your access to our Site and Services, and (b) deactivate or cancel your Bizstart Account. Upon termination we will promptly pay you any amounts we reasonably determine we owe you in our discretion, which we are legally obligated to pay you. In the event Bizstart terminates these Terms, or your access to our Site and Services or deactivates or cancels your Bizstart Account, you will remain liable for all amounts due hereunder. You may cancel your Bizstart Account at any time by contacting Bizstart. Please note that if your Bizstart Account is cancelled, we do not have an obligation to delete or return to you any content you have posted to the Site and Services, including, but not limited to, any reviews or Feedback.

INDEMNITY

You agree to release, indemnify, defend and hold harmless Bizstart including but not limited to its affiliates, subsidiaries, officers, directors, agents and employees from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Bizstart arising out of or in any way connected with (a) your access to or use of the Site, Services, or Collective Content or your violation of these Terms; (b) your Member Content and (c) your (i) interaction with any Member, (ii) reliance on any information exchanged via the

Site or Services, or (iii) creation of a Listing. Further, You agree to hold Bizstart harmless against any claims made by any third party due to, or arising out of, or in connection with Your use of the Site and services, any claim that Your material caused damage to a third party, Your violation of the Terms of Use, or Your violation of any rights of another, including any intellectual property rights.

In no event shall Bizstart, its officers, directors, employees, partners or suppliers be liable to the User, the Service Providers, or any third party for any special, incidental, indirect, consequential or punitive damages whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or whether or not Bizstart has been advised of the possibility of such damages, or based on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with Your use of or access to the Site or services.

LIMITATION OF LIABILITY

NEITHER BIZSTART NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE, SERVICES OR COLLECTIVE CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR COLLECTIVE CONTENT, FROM ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SITE, OR SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE, SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BIZSTART HAS BEEN INFORMED OF THE

POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE, SERVICES AND COLLECTIVE CONTENT, LISTINGS OR APPOINTMENTS VIA THE SITE AND SERVICES, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF BIZSTART WHETHER IN PERSON, BY PHONE, ONLINE OR OTHER MEANS REMAINS WITH YOU.

IN NO EVENT WILL BIZSTART'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND YOUR USE OF THE SITE AND SERVICES INCLUDING, BUT NOT LIMITED TO, FROM YOUR LISTING OR BOOKING OF ANY APPOINTMENT VIA THE SITE AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SITE, SERVICES OR COLLECTIVE CONTENT AND IN CONNECTION WITH ANY INTERACTIONS WITH ANY OTHER MEMBERS, EXCEED THE AMOUNTS YOU HAVE PAID FOR APPOINTMENTS MADE VIA THE SITE AND SERVICES AS A MEMBER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

PRIVACY POLICY

Bizstart is committed to protecting the privacy and confidentiality of any personal information that it may request and receive from its clients, business partners and other users of the Website. To read our privacy policy statement regarding such personal information please refer to our PRIVACY POLICY located at <https://www.bizstart.in/privacy-policy>.

FEEDBACK AND REPORTING MISCONDUCT

We welcome and encourage you to provide feedback, comments and suggestions for improvements to the Site and Services ("Feedback"). You may submit Feedback by emailing us at hello@bizstart.in. You acknowledge and agree that all Feedback will be the sole and exclusive property of Bizstart and you hereby irrevocably assign to Bizstart and agree to

irrevocably assign to Bizstart all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At Bizstart's request and expense, you will execute documents and take such further acts as Bizstart may reasonably request to assist Bizstart to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

In addition, If you feel any user is acting or has acted inappropriately, including but not limited to, anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of fraud, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and to Bizstart.

USE OF CONTENT

Bizstart reserves its right to post the data on the website Bizstart.in or on such other affiliated sites and publications as Bizstart may deem fit and proper at no extra cost to the User.

LINKS

The Site and Services may contain links to third-party websites or resources. You acknowledge and agree that Bizstart is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by Bizstart of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products or services on or available from such websites or resources.

COMMUNICATION

Bizstart may send you information pertaining to the Service, including important service announcements, and administrative messages, appointment/ call reminders, payment transaction confirmations, by SMS, WhatsApp, email or other means of electronic communication, by posting a notice on the website, or through any other relevant communication channels.

Bizstart may offer to send you promotional information by SMS, email or other means of electronic communication. You may choose to opt in to receiving such communication and can manage your consents in the Settings page of your user account.

You agree that all agreements, notices, disclosures and other communications that are provided to you electronically, satisfies any legal requirement that such communications be in writing. You further agree that any notices provided by us electronically is deemed to be given and received on the date when we transmit any such electronic communication as described in these Terms of Use.

NON AGENCY

Neither these Terms of Use, the Privacy Policy, the Service, nor any Content, materials or features of this Site create any partnership, joint venture, employment, or other agency relationship between us. You may not enter into any contract on our behalf or bind us in any way.

WAIVER

The failure of a Party to insist upon strict performance of any provision of this or any Agreement or the failure of a Party to exercise any right or remedy to which they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this Agreement

or any of its clauses shall be effective unless it is expressly stated to be such in writing and signed by the respective Parties.

FORCE MAJEURE

Bizstart shall not be liable for any failure to perform any obligation under this or any Agreement which is due to an event beyond our control including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, epidemic or pandemic diseases, errors or downtime in networks, power supply, gateway or similar failures of communication earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. In any such event, we shall forthwith inform you of the same and shall use all reasonable endeavours to comply with the terms and conditions contained herein.

ASSIGNMENT

You may not assign any of your rights under these Terms of Use, and any such attempt will be null and void. Bizstart may, in its discretion, transfer, without further consent or notification, all contractual rights and obligations pursuant to these Terms of Use if some or all of the assets or business of Bizstart is transferred to another entity by way of merger, sale of its assets or otherwise.

DISPUTE RESOLUTION

ARBITRATION

In the event that a dispute arises between you and Bizstart as per these Terms, the parties shall attempt to amicably resolve the dispute through mutual discussions. Where the dispute is not

resolved for a period of 90 days from the date of the dispute, either party may, upon giving written notice to the other party, declare its intention to initiate arbitration proceedings. The arbitration will be conducted in English in accordance with the rules prescribed under the Arbitration and Conciliation Act, 1996. The venue for the arbitration shall be Mumbai, Maharashtra. The arbitration shall be conducted by a sole arbitrator appointed by Bizstart. The award of the arbitrator shall be final and binding on the parties. Each party shall bear its own cost of arbitration.

GOVERNING LAW AND JURISDICTION

These Terms of Use are governed by the laws of the Republic of India, without regard to conflict of law principles. Any disputes arising out of or in connection with this agreement and/or related terms will be subject to the jurisdiction of the courts located in Mumbai, Maharashtra, India.

You agree to attempt to mediate any such dispute through arbitration or other alternative dispute resolution mechanisms, in India and to abide by all limitations of liability contained herein.

CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT

We respect the intellectual property of others and take the protection of copyrights and all other intellectual property very seriously, and ask our users to do the same. We therefore employ measures to prevent copyright and other intellectual property infringement on the Site. If you believe that your work has been copied in a way that constitutes copyright or other intellectual property infringement, please send a written notification of the claimed copyright or other intellectual property infringement to us at hello@bizstart.in.

SEVERABILITY

All parts of these Terms of Use apply to the maximum extent permitted by law. It is hereby agreed between the parties that if we cannot enforce a part of this contract as written, then that part will be replaced with terms that most closely match the intent of the part we cannot enforce to the extent permitted by law. The invalidity of part of these Terms of Use will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience and do not have any force or effect.

GRIEVANCES

Any grievance that you may have pertaining to illegal activities on the platform, abuse, or any complaint relating to our services may be reported to our Grievance Officer, Mr. Hitesh Porwal.

Email: hitesh@bizstart.in

Phone Number: +91 9867012930

CONTACTING US

If you have any questions or concerns about these Terms of Use, please contact us here:

E- Mail: hello@bizstart.in

Postal Address: DBS Heritage House, GhanshyamTalwatkar Marg, Fort, Mumbai – 400001.

We will attempt to respond to your questions or concerns promptly after we receive them.

These Terms of Use were last updated on 25.09.2020.