

Privacy Policy and Terms of Service - Biziverse

By clicking "Next" or "Enter Biziverse", you agree to the Privacy Policy and Terms of Service of "Biziverse", which collectively includes the websites (biziverse.com, bzvz.in, bzvz.net) and their subdomains and related mobile applications and communications (e.g. SMS, WhatsApp, email). If you are under the age of 18 years, please do not submit any personal or business information to us, and do not access Biziverse.

This document was last modified on 6-November-2020.

Privacy and Security

We, Biziverse Pvt. Ltd., operate Biziverse, a platform for businesses to manage their operations and interact with other businesses and customers. This document describes our policies related to the collection, usage, and disclosure of personal and business information we receive from users of Biziverse, and the terms agreed by users when they access Biziverse.

We receive your personal and business information when you submit input of any kind through Biziverse (including its derivatives such as mobile applications, website, emails, SMSs, other communications, plugins, and third party apps), or when you are registered by an organization to receive and/or process inputs based on your business (or prospective business) with that organization. It is your responsibility to ensure that the personal and business information is genuine and accurate; you will be solely responsible in case any other user is misinformed due to incorrect information entered by you and you will completely indemnify and immediately reimburse Biziverse for any damages incurred due to such incorrect information.

We use your personal and business information to process inputs received from you, to connect you with other users who will interact with you for your inputs, to inform you about the activities associated with Biziverse and your inputs, and to improve Biziverse. By using Biziverse in any form (website, mobile app, or via Facebook and other third party apps), you agree to the collection and use of information in accordance with this policy.

Information Collection & Use

While using Biziverse, we may ask you to provide us with certain personally identifiable information that can be used to contact you or identify you. Such information may include, but is not limited to, your name, email address, mobile phone number, organization name, organization contact details, social media details, etc. (hereinafter referred to as "Personal and Business Information"). We may use this information to send you service-related communications, notifications, and marketing messages. We may use the information to sell advertisement space on Biziverse. If you do not wish to receive communications from us, you may contact us at "sales@biziverse.com". If you communicate with us through any written media such as email,

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facebook message, text message, we may retain the content of these communications, and are not responsible for their secrecy or non-disclosure.

Log Data & Cookies

Biziverse, like several other websites and mobile applications, collects information that your browser sends whenever you visit Biziverse. This Log Data may include information such as your computer's or mobile device's Internet Protocol (IP) address, browser type, browser version, the pages you visit, the time and date of your visit, and other statistics.

Cookies are files with a small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive. Like many sites, we use "cookies" to collect information, and present features of Biziverse tailored to your data. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some features of Biziverse.

Security

The security of your Personal and Business Information is important to us, but you may note that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal and Business Information, we cannot guarantee its absolute security.

External Sites

Biziverse may, time and again and in interest of its users and customers, connect with other websites, mobile applications, and organizations, which are not in our control. Therefore, we advise you to read the Privacy Policy of each website you visit and each mobile application you access.

Access to Services

We do not guarantee uninterrupted or error-free access to Biziverse or secure and accurate maintenance of your personal and business information; however, we will make commercially feasible endeavours for the same, within our limitations. The scope and coverage of features of Biziverse are subject to change without notice. Services may be terminated for any user at any time without notice, solely at our discretion.

Registration

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

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executive officers) are permitted to create registration on Biziverse. They may register other users that are employees of their firms or companies.

Responsibility & Liability

You are solely responsible for the results obtained or conclusions derived from your usage of Biziverse. You are responsible for the results obtained or conclusions derived by other users in case your activity has resulted in change of information that is accessible to them or communication being sent to them. In case your actions resulted in communication to a party that does not conduct business with you, or does not wish to receive communications from you, you will be solely responsible for any legal consequences and penalties that may arise from actions taken by such a party.

You will not hold us responsible for any delay, delivery failures, or any other loss or damage resulting from (i) use or misuse Biziverse, or (ii) malfunction of or inaccuracy in or or temporary unavailability of Biziverse for any reason, or (iii) inability to access Biziverse due to malfunction of or delays in network connectivity, SMS text mes-saging service, Internet, email services, etc. or any other reason. You acknowledge that Biziverse 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.

You shall ensure that all users associated with your organization 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, ethnical-ly, 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. You alone will face all consequences, liabilities and penalties arising out of violation of any laws or rights and out of any lawsuits, and pay for all expenses incurred by Biziverse Pvt. Ltd. on account of these. We reserve the right, without liability and without providing any advance notice, to disable your access to any content that breaches the provisions of this clause or to entirely suspend your access without having any liability to you.

You are responsible to ensure that all personal and business information of users entered by you (including other users in your organization, and people or companies you enter as your customers, prospects, suppliers, friends, neighbours, or other associates) is accurate, genuine, and acquired after informing these users about the communications (by SMS text messages, emails, and other channels) that they are likely to receive from Biziverse and taking their consent for receiving these communications. In case one or more users takes offense or sues Biziverse Pvt. Ltd. for sending unwanted information, you will take responsibility for the act and legal proceedings, and

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accept all costs, legal expenses, penalties, etc. directly as well as on behalf of Biziverse Pvt. Ltd..

Content

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

Biziverse Pvt. Ltd. (and its sister concerns and associate businesses) has the right to use, during and after completion of your access, your name, organization details, logo, feedback, and contact details on its marketing publications and promotional materials (such as brochures, blogs, advertisements, leaflets, tweets, web-sites, software, third party portals, etc.) to mention the fact that you are or were a user or customer, if applicable, of Biziverse. We also maintain the right to publish statistics of usage.

We may take backup of data and files associated with Biziverse from time to time. The database and files may include data associated with configuration, usage, images, etc. placed by or received by you. You will not consider maintenance of such data as infringement of any copyright or intellectual property rights. We will make a sincere effort to maintain the confidentiality of such data. However, we will not be responsible for any loss, destruction, alteration or disclosure of the data or content.

Usage Rights, Intellectual Property Rights (IPR), and Copyright

You 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 Biziverse 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 Biziverse; or (iii) access all or any part of Biziverse in order to build a product or service which competes with Biziverse; or (iv) use Biziverse to provide paid services to third parties.

You accept that Biziverse Pvt. Ltd. solely owns all intellectual property rights associated with Biziverse including its derivatives clarified earlier, and that you have no claim over IPR or copyright on any content or data associated with Biziverse. You acknowledge that Biziverse is available on shared and not exclusive basis, and that we are free to provide these to other organizations and individuals at any rates and terms.

Indemnity

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You shall hold harmless, indemnify and defend Biziverse Pvt. Ltd. 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 your use of Biziverse including its associated communications and derivatives.

Limitation of Liability

Biziverse Pvt. Ltd. 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 any usage or transaction; and our 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 any paid services charged by Biziverse Pvt. Ltd. shall be limited to a maximum cumulative total amount of Rs. 10,000 (Ten thousand rupees) or less.

Force Majeure

Biziverse Pvt. Ltd. shall have no liability to you in case of malfunction or unavailability of Biziverse due to acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, industrial disputes, failure of a utility service or telecommunications network, act of God, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

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 will remain in force with whatever modification necessary to give effect to the intention of the original text of the part.

Changes to this Policy

Biziverse Pvt. Ltd. may update this document from time to time. We will notify you of any changes by posting the new policy document on Biziverse.com. You

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are advised to review this Policy periodically for any changes by visiting <https://biziverse.com/policy.pdf>.

Contact

If you have any questions about this policy, please contact us at "sales(at)biziverse(dot)com" by email or at "+91-79-232-87424 / 26" by phone during normal working hours.

Biziverse Private Limited
A/44 GIDC Electronics Estate
Gandhinagar, Gujarat 382016, INDIA