

TERMS & CONDITIONS OF USE

The terms "We" / "Us" / "Our"/"Company" individually and collectively refer to **BUSINESS ON CLICK PRIVATE LIMITED (CIN: U72900GJ2021PTC122329)**, a Company incorporated under the Companies Act, 1956/2013 having registered office/place of business at **Indraprasth Shop No. 405 Pancheshwar Tower Road Jamnagar 361001 Gujarat, India** and the terms "Visitor"/"User"/"You" /"Your" / "Yourself" refer to the users of the web portal and pages at the URL: <https://www.businessonsheets.com/> and all web pages, third party or otherwise, linked thereto hereinafter together referred to as the „**Website**".

<https://www.businessonsheets.com/>, an internet based portal , referred to as the "Website" is owned, maintained and operated by Business on Click Private Limited.

This page states the Terms and Conditions under which You (Visitor) may visit and/or use this Website.

This Terms and Conditions („Terms“) is an electronic record in the form of an electronic contract formed under the Information Technology Act, 2000 and the rules made there under and the amended provisions pertaining to electronic documents / records in various statutes as amended by the Information Technology Act, 2000.

This Terms and Conditions do not require any physical, electronic or digital signature.

This Terms and Conditions is a legally binding document between you and Company.

Use of the Website is offered to You, subject to acceptance of all the terms, conditions and notices contained in this document including privacy policies and service agreement referred to as which are incorporated herein by reference, along with any amendments / modifications made by Company at its sole discretion and posted on the Website, including by way of imposing an additional charge(s) or consideration for access to or use of a service(s) or goods on/through this Website.

As and when such documents are prescribed by the Company on the Website for the viewing and consent of the User, this Terms and Conditions along with any prescribed service agreement of Use of the Website and privacy policy shall together form a set of binding documents between the Company and the User governing all matters relating to the use of the Website by the User, whether for procurement of goods or services or otherwise.

The User shall be bound by all the terms, conditions, covenants, representations and warranties of this document, the service agreement as well as the privacy policy so prescribed by the Company on the Website, jointly as well as individually and to that extent, each such document shall be an independently binding and enforceable contract between the User and the Company.

Please read this document carefully. By using the Website, you indicate that you have read, have understood, agree and consent to be bound by Terms and Conditions stated here. If you do not agree with the terms of this Service Agreement, please do not use this Website and exit the website.

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The Company, its business, any of its business divisions and / or its subsidiaries, associate companies (in India or abroad) reserve their respective rights to revise these Terms and Conditions at any time by updating this posting.

You should visit this page periodically to re-appraise yourself of the Terms and Conditions, because they are binding on all users of this Website.

USE OF CONTENT:

You shall solely be responsible for maintaining the necessary computer equipments and Internet connections that may be required to access, use and transact on the Website. You are also under an obligation to use this Website for reasonable and lawful purposes only, and shall not indulge in any activity that is not envisaged or compatible with the end use services offered, through the Website.

All logos, brands, marks headings, labels, names, signatures, numerals, shapes or any combinations thereof, appearing in this Website, except as otherwise noted, are properties either owned, or used under licence, by the Company and / or its associate entities who feature or may feature on this Website.

The use of these properties or any other content or services on this Website, except as provided in these Terms and Conditions or in the Website content, is strictly prohibited.

You may not sell or modify the content of this Website or reproduce, display, publicly perform, distribute, or otherwise use the materials in any way for any public or commercial purpose without the company or respective organisation"s or entity"s written permission.

All compilation of documents and bundle of services provided by the Company through the Website are the proprietary subject matter interest of the Company wholly or in combination with or under a license or consent of the original/joint author or proprietor of such documents or bundle of services.

ACCEPTABLE WEBSITE USE:

Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872 and such other law of India governing contracts for the time being in force. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 or under any such extant law of India, including without

limitation minors, un-discharged insolvents etc. are not eligible to use the Website and are advised to exit the Website immediately.

Notwithstanding the aforesaid, use of the Website for educational purposes by minor students shall be done through and under the supervision of their natural /legal guardians, who shall bear sole responsibility of the use of the Website by such minor students and any consequences arising there-from without any recourse to or from the Company, in any manner whatsoever.

(A) Security Rules:

Visitors are prohibited from violating or attempting to violate the security of the Web site, including, without limitation,

(1) accessing data not intended for such user or logging into a server or account which the user is not authorised to access,

(2) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation,

(3) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus or "Trojan horse" to the Website, overloading, "flooding", "mail bombing" or "crashing", or

(4) sending unsolicited electronic mail, including promotions and/or advertising of products or services.

Violations of system or network security may result in civil or criminal liability. The Company and / or its associate entities will have the right to investigate occurrences that they suspect as involving such violations and will have the right to involve, and cooperate with, law enforcement authorities in prosecuting Users who are involved in such violations.

(B) General Rules:

Visitors may not use the Website in order to communicate, transmit, distribute, store or destroy material

(a) that could constitute or encourage conduct that would be considered a criminal offence or violate any applicable law or regulation,

(b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy or publicity of other personal rights of others, or

(c) that is libellous, defamatory, pornographic, profane, obscene, threatening, abusive, hateful or inappropriate so as to cause any injury to the rights of any person.

INDEMNITY:

The User(s) unilaterally agree to indemnify and hold harmless, without objection, the Company, its officers, directors, employees and agents from and against any claims, actions and/or demands and/or liabilities and/or losses and/or damages whatsoever arising from or resulting from their use of <https://www.businessonsheets.com/> or any and all web-pages linked to it, whether owned/operated by the Company or by third parties or their breach of these Terms and Conditions of Use or of any terms and conditions of use of the third party web pages linked to the Website.

LIABILITY:

The User agrees that neither the Company and the Website: <https://www.businessonsheets.com/> nor any of its group companies, directors, officers or employees shall be liable for any direct or/and indirect or/and incidental or/and special or/and consequential or/and exemplary damages, resulting from the use or/and the inability to use any services or goods on/ from/through the Website or/and for cost of procurement of substitute goods or/and services or resulting from any goods or/and data or/and information or/and services purchased or/and obtained or/and messages received or/and transactions entered into through or/and from any such

service or/and resulting from unauthorized access to or/and alteration of User's transmissions or/and data or/and arising from any other matter relating to such service, including but not limited to, damages for loss of profits or/and use or/and data or other intangible(s), even if Company and the Website has been advised of the possibility of such damages.

The User further agrees that the Company and <https://www.businessonsheets.com/> shall not be liable for any damages arising to the Users from invalid or incorrect results arising from any use of goods or Services or so made available on the Website, interruption, suspension or termination of service, including but not limited to direct or/and indirect or/and incidental or/and special consequential or/and exemplary damages, whether such invalid or incorrect results, interruption or/and suspension or/and termination was justified or not, negligent or intentional, inadvertent or advertent.

The User agrees that Company and the Website:

<https://www.businessonsheets.com/> shall not be responsible or liable to User(s), or anyone, for the statements or conduct of any third party involved in or responsible for or related to, directly or indirectly, the provision of or access to any goods or services, Digital Content, or information, materials or products included on or otherwise made available to You through the Website.

In no event shall Our or any Website Software licensors' total liability to You for all damages or/and losses or/and causes of action arising out of or related to your use or inability to use any software and / or any downloaded utility or any other application on the Website exceed the amount of monetary consideration in the nature of any fees, chargers, or consideration recovered from users; and (ii) in no event shall Our or our Digital Content providers' total liability to You for all damages arising from your use of the Service, the Digital Content, or information, materials or products included on or otherwise made available to You through the Service (excluding the Software), exceed the amount You paid to the Company or on/to/through

<https://www.businessonsheets.com/>, if any, for purchase, subscription or download of any goods or Services or digital Content on or from the Website, as the case may be, related to Your claim for damages, losses or cause of action.

The User agrees and confirms that the Company or the Website <https://www.businessonsheets.com/>, does not take responsibility or liability for the actions, products, content and services on the portal, which are linked to Affiliates and / or third party platforms using the Website portal"s APIs or otherwise. In addition, the Website may provide links to the third party platforms of Our affiliated companies and certain other businesses for which, the Company assumes no responsibility for examining or evaluating the products and services offered by them.

The Company does not warrant the offerings of any of these businesses or individuals or the content of such third party platform(s). The Company does not endorse, in any way, any third party platform(s) or content thereof/on.

PAYMENT TRANSACTIONS:

The Users may make payments for consuming services or purchasing goods on or through the Website. The Company and the Website make use of third party payment gateway service providers for enabling the Users to transact on the Website and to electronically pay any moneys in lieu of consuming services or purchasing goods as applicable on or through the website made available to them on the Website and while the Company has exercised reasonable diligence in choosing the service provider, the Company and the Website, jointly and severally, expressly disclaim any and all liability arising on account any loss, damage or theft of any User or information, monetary or otherwise, that may occur whilst effecting any such transaction through such third party payment gateway service provider, in the course of procuring goods or services on/through the Website and while the User shall be entitled to independent legal recourse against any such third party service provider, the Company and the Website

shall not be held liable for any negligence or mis-appropriation in the event, the security of the Website stands compromised due to cyber attacks, phishing, viruses, malware etc and the User suffers any loss or damage or injury due to such security breach of the Website.

INTELLECTUAL PROPERTY RIGHTS:

The Website and the processes, and their selection and arrangement, including but not limited to all text, graphics, user interfaces, visual interfaces, sounds and music (if any), artwork and computer code (collectively, the "Content") on the Website is owned and controlled by Company wholly or along with third party licensors and the design, structure, selection, coordination, expression, look and feel and arrangement of such Content is protected by copyright, patent and trademark laws, and various other intellectual property rights.

The trademarks, logos and service marks displayed on the Website ("Marks") are the property of Company or their third parties or respective third parties. You are not permitted to use the Marks without the prior consent of Company or the relevant third parties that may own the Marks.

Unless otherwise indicated or anything contained to the contrary or any proprietary material owned by a third party and so expressly mentioned, the Company owns all intellectual property rights to and into any trademark and the Website, including, without limitation, any and all rights, title and interest in and to copyright, related rights, patents, utility models, designs, know-how, trade secrets and inventions (patent pending), goodwill, source code, meta tags, databases, text, content, graphics, icons, and hyperlinks.

Except as expressly provided herein, You acknowledge and agree that You shall not copy, republish, post, display, translate, transmit, reproduce or distribute any Content through any medium without obtaining the necessary authorization from Company or

third party owner of such Content.

DISCLAIMER OF CONSEQUENTIAL DAMAGES:

In no event shall Company or any parties, organizations or entities associated with the corporate brand name used or otherwise, mentioned at/on this Website be liable for any damages whatsoever including, without limitations, incidental and consequential damages, lost profits, or damage to computer hardware or loss of data information or business interruption, resulting from the use or inability to use the Website and the Website material and customised tools designed as per the user's requirement, whether based on warranty, contract, tort, or any other legal theory, and whether or not, such organization or entities were advised of the possibility of such damages.

DISPUTES AND GRIEVANCES:

At Business On Click Pvt. Ltd. we are committed towards ensuring that disputes and grievances between Us and the Users are settled amicably by way of legally accepted or contracted dispute resolution mechanisms and procedures. However, in the event that a User wishes to contact the Company or the Website <https://www.businessonsheets.com/>, he/ she may proceed to do so by accessing the „Contact Us“ tab/field on the relevant web page on <https://www.businessonsheets.com/>. Alternatively, the Users may also reach out to info@bocpl.com for specific assistance with any grievances.