

BUILDBIDZ INDIA

TERMS, CONDITIONS, and PRIVACY NOTICE

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1. WELCOME TO BUILDBIDZ INDIA

3Jay Innovations Labs Private Limited and its affiliates provide access to the **BuildBidz.com** website (the "website") to you subject to the conditions set out on this page. The Term **"BuildBidzIndia (BBI)"** and **"3Jay Innovations Labs Private Limited (3Jay)"** are used interchangeable at certain places in this document, please do consider it while reading the same.

Protecting your privacy and the security of your data has always been a top priority for BuildBidz.com.

What data of yours is collected and used by BuildBidzIndia?

You provide us with information when you interact with our products and services, which we securely store and use to improve your BuildBidzIndia experience. Common ways you provide us with information include searching for products or services, placing an order, or contacting us for help. Some examples of information you might provide include your contact and delivery details, payment information, or other preferences. You can find more details about what information we collect and how in our Privacy Notice.

How is your data used by BuildBidzIndia?

We use your personal information to provide and improve our services. Some examples include delivering and communicating with you about your purchases of products and services, improving and personalizing your experience with BuildBidzIndia Services, and complying with legal obligations, among others. You can find a detailed list of the ways we use your personal information in our Privacy Notice.

We also use personal information to display interest-based ads for features, products, and services that might interest you. We don't use information that personally identifies you to display interest-based ads. You can learn more in our Interest-Based Ads notice. We use cookies to enable our systems to recognize your browser or device, and to provide our services to you. Please read our Cookies Notice for more information.

How does BuildBidzIndia keep my data secure?

We design all of our systems and devices with your privacy in mind, and have invested in ensuring the security of your data throughout every connection across our business. We maintain physical, electronic, and procedural safeguards in connection with the collection, storage, and disclosure of personal customer information. Our security procedures mean that we may occasionally request proof of identity before we disclose personal information to you. You can find more details in our Privacy Notice.

Information about our customers is an important part of our business and we are not in the business of selling your personal information to others. We may share your personal information with third parties, but this is only in order to provide you with services or comply with applicable laws. You can find examples in our Privacy Notice.

It's also important for you to protect against unauthorized access to your password and to your computers, devices, and applications. Make sure to sign out when you finish using a shared computer.

How do I access and manage my data on BuildBidzIndia?

You can access and manage a lot of your information through Your Account, including:

- Login and security information (including your name and phone number)
- Your address book
- Payment information
- Order history

2. BUILDBIDZ.COM PRIVACY NOTICE

BuildBidz.com knows that you care how information about you is used and shared and we appreciate your trust in us to do that carefully and sensibly. This notice describes the privacy policy of Buildbidz.com. By visiting Buildbidz.com, you are accepting and consenting to the practices described in this Privacy Notice.

CONTROLLERS OF PERSONAL INFORMATION

Any personal information provided to or gathered by 3Jay Innovations Labs Private Limited under this Privacy Notice will be stored and controlled by 3Jay Innovations Labs Private Limited, Bengaluru, Karnataka, India, 560043.

WHAT PERSONAL INFORMATION ABOUT CUSTOMERS DOES BUILDBIDZ.COM GATHER?

The information we learn from customers helps us personalise and continually improve your shopping experience at BuildBidz.com. We use your information to assist sellers in handling orders, deliver products and services, process payments, communicate with you about orders, products, services and promotional offers, update our records and generally maintain your accounts with us, display content such as wish lists and customer reviews and recommend merchandise and services that might be of interest to you. We also use this information to improve our platform, prevent or detect fraud or abuses of our website and enable third parties to carry out technical, logistical or other functions on our behalf.

Here are the types of information we gather.

Information You Give Us: We receive and store any information you enter on our website or give us in any other way. You can choose not to provide certain information but then you might not be able to take advantage of many of our features. We use the information that you provide for such purposes as responding to your requests, customizing future shopping for you, improving our platform, and communicating with you.

Automatic Information: We receive and store certain types of information whenever you interact with us. For example, like many websites, we use "cookies" and we obtain certain types of information when your Web browser accesses BuildBidz.com or advertisements and other content served by or on behalf of BuildBidz.com other Web sites.

E-mail Communications: To help us make e-mails more useful and interesting, we often receive a confirmation when you open e-mail from BuildBidz.com if your computer supports such capabilities. We also compare our customer list to lists received from other companies in an effort to avoid sending unnecessary messages to our customers. If you do not want to receive e-mail or other mail from us, please adjust your Customer Communication Preferences.

Information from Other Sources: We might receive information about you from other sources and add it to our account information. However, you are required to validate your content on time-time and update it as needed.

By using or continuing to use the site you agree to our use of your information (including sensitive personal information) in accordance with this Privacy Notice, as may be amended from time to time by BuildBidz.com in its discretion. You also agree and consent to us collecting, storing, processing, transferring and sharing information (including sensitive personal information) related to you with third parties or service providers for the purposes as set out in this Privacy Notice.

We may be required to share the aforesaid information with government authorities and agencies for the purposes of verification of identity or for prevention, detection or investigation, including of cyber incidents, prosecution and punishment of offences. You agree and consent for BuildBidz.com to disclose your information, if so required, under applicable law.

WHAT ABOUT COOKIES?

- Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your Web browser to enable our systems to recognize your browser and to provide features such as Recommended for You, personalized advertisements on other Web sites (e.g., BuildBidzIndia Associates with content served by BuildBidz.com) and storage of items in your Shopping Cart between visits.
- The Help menu on the menu bar of most browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie and how to disable cookies altogether. Additionally, you can disable or delete similar data used by browser add-ons, such as Flash cookies, by changing the add-on's settings or visiting the website of its manufacturer. However, because cookies allow you to take advantage of some of BuildBidz.com's essential features, we recommend that you leave them turned on. For instance, if you block or otherwise reject our cookies, you will not be able to add items to your shopping Cart, proceed to Checkout, or use any BuildBidz.com products and services that require you to Sign in.
- If you do leave cookies turned on, be sure to sign off when you finish using a shared computer.

DOES BUILDIDZ.COM SHARE THE INFORMATION IT RECEIVES?

Information about our customers is an important part of our business and we are not in the business of selling it to others. BuildBidz.com shares customer information only as described below and with 3Jay Innovations Labs Private Limited, controls and that are either subject to this Privacy Notice or follow practices at least as protective as those described in this Privacy Notice.

- **3rd Party Seller/ Contractors/ Wholesalers/ Laborers businesses, We Do Not Control:** We work closely with 3rd Party businesses. In some cases, such as Marketplace sellers, these businesses operate stores at BuildBidz.com or sell offerings to you at BuildBidz.com. In other cases, we provide services jointly with or on behalf of these businesses. Click here for some examples of co-branded and joint offerings. You can tell when a third party is involved in your transactions and we share customer information related to those transactions with that third party.
- **Third Party Service Providers:** We employ other companies and individuals to perform functions on our behalf. Examples include fulfilling orders, delivering packages, sending postal mail and e-mail, removing repetitive information from customer lists, analysing data, providing marketing assistance, providing search results and links (including paid listings and links), processing credit card payments and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes. Further, they must process the personal information in accordance with this Privacy Notice and as permitted by applicable law.
- **Promotional Offers:** Sometimes we send offers to selected groups of BuildBidz.com customers on behalf of other businesses. When we do this, we do not give that business your name and address. If you do not want to receive such offers, please do send us a mail to stop receiving any promotional offers.
- **Business Transfers:** As we continue to develop our business, we might sell or buy stores, subsidiaries or business units. In such transactions, customer information generally is one of the transferred business assets but remains subject to the promises made in any pre-existing Privacy Notice (unless, of course, the customer consents otherwise). Also, in the unlikely event that 3Jay Innovations Labs Private Limited or substantially all of its assets are acquired, customer information will of course be one of the transferred assets.
- **Protection of BuildBidz.com and Others:** We release account and other personal information when we believe release is appropriate to comply with applicable law; enforce or apply our Conditions of Use and other agreements; or protect the rights, property or safety of BuildBidz.com, our users or others. This includes exchanging information with other companies, organisations, government or regulatory authorities for fraud protection and credit risk reduction. Obviously, however, this does not include selling, renting, sharing or otherwise disclosing personally identifiable information from customers for commercial purposes in a way that is contrary to the commitments made in this Privacy Notice

WHAT ABOUT THIRD-PARTY ADVERTISERS AND LINKS TO OTHER WEB SITES?

Our site may include third-party advertising and links to other Web sites.

WHAT INFORMATION CAN I ACCESS?

BuildBidz.com gives you access to a broad range of information about your account and your interactions with BuildBidz.com for the limited purpose of viewing and in certain cases, updating that information. This list will change as our website evolves.

ARE CHILDREN ALLOWED TO USE BUILDBIDZ.COM?

Use of BuildBidz.com is available only to persons who can form a legally binding contract under the Indian Contract Act, 1872. If you are a minor i.e. under the age of 18 years, you may use BuildBidz.com only with the involvement of a parent or guardian.

NOTICES AND REVISIONS

If you have any concern about privacy or grievances at BuildBidz.com, please contact us with a thorough description and we will try to resolve the issue for you.

Our business changes constantly and our Privacy Notice and the Conditions of Use will also change. We may e-mail periodic reminders or updated on the site with a notification, of our notices and conditions, unless you have instructed us not to, but you should check our website frequently to see recent changes.

Unless stated otherwise, our current Privacy Notice applies to all information that we have about you and your account. We stand behind the promises we make, however, and will never materially change our policies and practices to make them less protective of customer information collected in the past without the consent of affected customers.

3. BUILDBIDZINDIA - CONDITIONS OF SALE (BETWEEN SELLERS AND THE CUSTOMER)

Please read these conditions carefully before placing an order for any products with the Sellers ("We" or "Our" or "Us", wherever applicable) on the BuildBidz.com (the website). These conditions signify your agreement to be bound by these conditions.

In addition, when you use any current or future BuildBidz.com service (eg: Wishlist or Marketplace or BuildBidzIndia/ 3Jay Innovations Labs Private Limited Service), you will also be subject to the terms, guidelines and conditions applicable to that service ("Terms"). If these Conditions of Sale are inconsistent with such Terms, the Terms will control.

1. Conditions Relating to the Sale of Products or Services to You

This section deals with conditions relating to the sale of products or services on the website by us to you.

2. Our Contract

Your order is an offer to us to buy the product(s) or services in your order. When you place an order to purchase a product or services from us, you will receive an e-mail confirming receipt of your order and containing the details of your order (the "Order Confirmation E-mail"). The Order Confirmation E-mail is acknowledgement that we have received your order, and does not confirm acceptance of your offer to buy the product(s) or services ordered. We only accept your offer, and conclude the contract of sale for a product ordered by you, when the product is dispatched to you and an e-mail confirmation is sent to you that the product has been dispatched to you (the "Dispatch Confirmation E-mail"). If your order is dispatched in more than one package, you may receive a separate Dispatch Confirmation E-mail for each package, and each Dispatch Confirmation E-mail and corresponding dispatch will conclude a separate contract of sale between you and us for the product(s) specified in that Dispatch Confirmation E-mail.

Your contract is with the Sellers and you confirm that the product(s) or services ordered by you are purchased for your internal/ personal purpose and not for re-sale or business purpose. You authorize us to declare and provide declaration to any governmental authority on your behalf stating the aforesaid purpose of the products ordered by you on the website.

You can cancel your order for a product at no cost any time before we send the invoice E-mail relating to that product or service.

3. Returns

Customers have to raise a return request to BuildBidz India (BBI) would inform the corresponding seller to accept return. However, there would be a nominal transaction fee deduction before returning any amount back to customer.

4. Pricing and availability

We list availability information for products sold by us on the website, including on each product information page. Beyond what we say on that page or otherwise on the website, we cannot be more specific about availability. Please note that dispatch estimates are just that. They are not guaranteed dispatch times and should not be relied upon as such. As we process your order, you will be informed by e-mail if any products you order turn out to be unavailable.

All prices are exclusive of VAT/CST, service tax, Goods and Services Tax ("GST"), duties and cesses as applicable - unless stated otherwise.

5. Taxes

You shall be responsible for payment of all fees/costs/charges associated with the purchase of products or services from us or from our sellers and you agree to bear any and all applicable taxes including but not limited to VAT/CST, service tax, GST, duties and cesses etc.

6. Communications

When you visit, you are communicating with us electronically. You will be required to provide a valid phone number while placing an order with us. We may communicate with you by e-mail, SMS, phone call or by posting notices on the website or by any other mode of communication. For contractual purposes, you consent to receive communications including SMS, e-mails or phone calls from us with respect to your order.

7. Losses

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when a contract for the sale of goods or services by us or by our 3rd party sellers (i.e contractors/wholesalers/laborers) to you was formed.

8. Alteration or Amendments to the Conditions

We reserve the right to make changes to our policies, and these Conditions of Sale at any time. You will be subject to the policies and Conditions of Sale in force at the time you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

9. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

10. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

11. Governing Law and Jurisdiction

These conditions are governed by and construed in accordance with the laws of India, and the application of the United Nations Convention on Contracts for the International Sale of Goods is

expressly excluded. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Bangalore, Karnataka, India.

4. CONDITIONS OF USE

Please read these conditions carefully before using the BuildBidz.com website. By using the BuildBidz.com website, you signify your agreement to be bound by these conditions.

BuildBidz.com These "Conditions of Use" constitute an electronic record within the meaning of the applicable law. This electronic record is generated by a computer system and does not require any physical or digital signatures.

- Conditions Relating to Your Use of BuildBidz.com
- Notice and Procedure for Making Claims of Infringement
- Notice and Procedure for Notifying BuildBidz.com of Objectionable Content

CONDITIONS RELATING TO YOUR USE OF BUILDBIDZ.COM

1. Your Account

If you use the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner. Please ensure that the details you provide with us are correct and complete and inform us immediately of any changes to the information that you provided while registering. You can access and update much of the information you provided with us in the Your Account area of the website. You agree and acknowledge that you will use your account on the website to purchase products only for your personal use and not for business purposes. Should you wish to order products for business purposes, please create a business account under partner logins. BuildBidz.com reserves the right to refuse access to the website, terminate accounts, remove or edit content at any time without notice to you.

2. Privacy

Please review our Privacy Notice, which also governs your visit to BuildBidz.com, to understand our practices. The personal information / data provided to us by you during the course of usage of BuildBidz.com will be treated as strictly confidential and in accordance with the Privacy Notice and applicable laws and regulations. If you object to your information being transferred or used, please do not use the BuildBidzIndia website.

3. E-Platform for Communication

You agree, understand and acknowledge that the website is an online platform that enables you to purchase products or services listed on the website at the price indicated therein at any time from any location. You further agree and acknowledge that BuildBidz.com is only a facilitator and is not and cannot be a party to or control in any manner any transactions on the website. Accordingly, the

contract of sale of products or services or projects on the website shall be a strictly bipartite contract between you and the concerned seller/contractor/wholesaler/laborer on BuildBidz.com

4. Access to BuildBidz.com

We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services at any time without prior notice. We will attempt to limit the frequency and duration of any such suspension or restriction.

5. Licence for website access

Subject to your compliance with these Conditions of Use and payment of applicable fees, if any, 3Jay Innovations Labs Private Limited grants you a limited licence to access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of 3Jay Innovations Labs Private Limited and / or its affiliates, as may be applicable. This licence does not include any resale or commercial use of this website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this website or its contents; any downloading or copying of account information for the benefit of another seller; or any use of data mining, robots, or similar data gathering and extraction tools.

This website or any portion of this website (including but not limited to any copyrighted material, trademarks, or other proprietary information) may not be reproduced, duplicated, copied, sold, resold, visited, distributed or otherwise exploited for any commercial purpose without express written consent of 3Jay Innovations Labs Private Limited and / or its affiliates, as may be applicable.

You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of BuildBidz.com and its affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilising 3Jay Innovations Labs Private Limited or its affiliates' names or trademarks without the express written consent of 3Jay Innovations Labs Private Limited and / or its affiliates, as applicable. Any unauthorized use terminates the permission or license granted by 3Jay Innovations Labs Private Limited and / or its affiliates, as applicable.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the Welcome page of BuildBidz.com as long as the link does not portray 3Jay Innovations Labs Private Limited, BuildBidz.com, their affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any BuildBidz.com logo or other proprietary graphic or trademark as part of the link without express written consent of BuildBidzIndia Seller Services Private Limited and / or its affiliates, as may be applicable.

6. Your Conduct

You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way You understand that you, and not BuildBidz.com, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only. You must not use the website for any of the following:

- For fraudulent purposes, or in connection with a criminal offense or other unlawful activity

- To send, use or reuse any material that does not belong to you; or is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libelous, obscene, pornographic, pedophilic or menacing; ethnically objectionable, disparaging or in breach of copyright, trademark, confidentiality, privacy or any other proprietary information or right; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam"
- To cause annoyance, inconvenience or needless anxiety

7. Reviews, comments, communications and other content

Users of this website may post reviews, comments and other content; send communications; and submit suggestions, ideas, comments, questions, or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties, or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." In the event a user uses a false e-mail address, impersonates any person or entity, or otherwise misleads as to the origin of any content. BuildBidz.com reserves the right (but not the obligation) to remove, refuse, delete or edit any content that in the sole judgement of BuildBidz.com violates these Conditions of use and, or terminate your permission to access or use this website.

If you do post content or submit material, you

(a) grant 3Jay Innovations India Private Limited and its affiliates a non-exclusive, royalty-free, irrevocable, perpetual and fully sublicensable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and

(b) 3Jay Innovations Labs Private Limited and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose.

You agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with such content and material. You agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to 3Jay Innovations Labs Private Limited, including the execution of deeds and documents, at its request.

You represent and warrant that you own or otherwise control all of the rights to the content that you post or that you otherwise provide on or through the website; that, as at the date that the content or material is submitted to BuildBidz.com:

(i) the content and material is accurate;

(ii) use of the content and material you supply does not breach any applicable BuildBidz.com policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory);

(iii) the content is lawful. You agree to indemnify 3Jay Innovations Labs Private Limited and its affiliates for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of these warranties.

8. Claims against Objectionable Content

Because BuildBidz.com lists thousands and lakhs of products or services for sale offered by sellers on the website and hosts many thousands of comments, it is not possible for us to be aware of the contents of each product listed for sale, or each comment or review that is displayed. Accordingly, BuildBidz.com operates on a "notice and takedown" basis. If you believe that any content on the website is illegal, offensive (including but not limited to material that is sexually explicit content or which promotes racism, bigotry, hatred or physical harm), deceptive, misleading, abusive, indecent, harassing, blasphemous, defamatory, libelous, obscene, pornographic, pedophilic or menacing; ethnically objectionable, disparaging; or is otherwise injurious to third parties; or relates to or promotes money laundering or gambling; or is harmful to minors in any way; or impersonates another person; or threatens the unity, integrity, security or sovereignty of India or friendly relations with foreign States; or objectionable or otherwise unlawful in any manner whatsoever; or which consists of or contains software viruses, ("Objectionable Content"), please notify us immediately by following our Notice and Procedure for Making Claims of Right Infringements. Once this procedure has been followed, BuildBidz.com will make all reasonable endeavours to remove such Objectionable Content complained about within a reasonable time.

9. Copyright, authors' rights and database rights

All content included on the website, such as text, graphics, logos, button icons, digital downloads, data compilations, and software, is not the property of 3Jay Innovations Labs Private Limited (but obtained through subscribing to Wix Platform), its affiliates or its content suppliers and is protected by India and international copyright, authors' rights and database right laws. The compilation of all content on this website is the exclusive property of 3Jay Innovations Labs Pvt Ltd and its affiliates and is protected by laws of India and international copyright and database right laws. All software used on this website is the property of 3Jay Innovations Labs Pvt Ltd, its affiliates or its software suppliers and is protected by India and international copyright and author' rights laws.

YOU MAY NOT SYSTEMATICALLY EXTRACT/ OR RE-UTILISE PARTS OF THE CONTENTS OF THE WEBSITE WITHOUT 3JAY INNOVATIONS LABS PRIVATE LIMITED AND/ OR ITS AFFILIATE'S (AS MAY BE APPLICABLE) EXPRESS WRITTEN CONSENT. IN PARTICULAR, YOU MAY NOT UTILISE ANY DATA MINING, ROBOTS, OR SIMILAR DATA GATHERING AND EXTRACTION TOOLS TO EXTRACT (WHETHER ONCE OR MANY TIMES) FOR RE-UTILISATION OF ANY SUBSTANTIAL PARTS OF THIS WEBSITE, WITHOUT 3JAY INNOVATIONS LABS PRIVATE LIMITED AND/ OR ITS AFFILIATE'S (AS MAY BE APPLICABLE) EXPRESS WRITTEN CONSENT. 3RD PARTY SELLERS/ CONTRACTORS/ WHOLESALERS/ LABORER CAN UPLOAD LEGAL IMAGES AND VIDEOS FOR MARKETING THEIR PRODUCTS OR SERVICES IN PARTS OF THIS WEBSITE AGREEING TO TERMS AND CONDITIONS OF 3JAY INNOVATIONS LABS PRIVATE LIMITED'S. 3JAY INNOVATIONS LABS PRIVATE LIMITED DOES NOT CHECK COPYRIGHT INFRINGEMENT OF IMAGES AND VIDEOS UPLOADED BY 3RD PARTY SELLERS/ CONTRACTORS/ WHOLESALERS/ LABORER OR MEMBER. IF YOU FIND ANY COPYRIGHT VIOLATION YOU SUBMIT A

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF RIGHT INFRINGEMENTS, WE WOULD REMOVE SUCH IMAGES OR INFORM THE 3RD PARTY SELLER TO REMOVE IT.

10. Intellectual Property Claims

3Jay Innovations Labs Private Limited and its affiliates respect the intellectual property of others. If you believe that your intellectual property rights have been used in a way that gives rise to concerns of infringement, please follow our Notice and Procedure for Making Claims of Right Infringements.

11. Disclaimer

You acknowledge and undertake that you are accessing the services on the website and transacting at your own risk and are using your best and prudent judgment before entering into any transactions through the website. You further acknowledge and undertake that you will use the website to order products only for your personal use and not for business purposes. We shall neither be liable nor responsible for any actions or inactions of sellers nor any breach of conditions, representations or warranties by the sellers or manufacturers of the products and hereby expressly disclaim and any all responsibility and liability in that regard. We shall not mediate or resolve any dispute or disagreement between you and the sellers or manufacturers of the products.

We further expressly disclaim any warranties or representations (express or implied) in respect of quality, suitability, accuracy, reliability, completeness, timeliness, performance, safety, Partner's ability, fitness for a particular purpose, or legality of the products/ projects/ services listed or displayed or transacted or the content (including product or pricing information and/ or specifications) on the website. While we have taken precautions to avoid inaccuracies in content, this website, all content, information (including the price of products), software, products, services and related graphics are provided as is, without warranty of any kind. We do not implicitly or explicitly support or endorse the sale or purchase of any products on the website. At no time shall any right, title or interest in the products sold through or displayed on the website vest with BuildBidzIndia nor shall BuildBidzIndia have any obligations or liabilities in respect of any transactions on the website.

12. Indemnity and Release

You shall indemnify and hold harmless BuildBidzIndia aka 3Jay Innovations Labs Private Limited, its subsidiaries, affiliates and their respective officers, directors, agents and employees, from any claim or demand, or actions including reasonable attorney's fees, made by any third party or penalty imposed due to or arising out of your breach of these Conditions of Use or any document incorporated by reference, or your violation of any law, rules, regulations or the rights of a third party.

You hereby expressly release 3Jay Innovations Labs Private Limited and/ or its affiliates and/ or any of its officers and representatives from any cost, damage, liability or other consequence of any of the actions/inactions of the partners and specifically waiver any claims or demands that you may have in this behalf under any statute, contract or otherwise.

13. Other Businesses

Parties other than BuildBidzIndia and its company 3Jay Innovations Labs Private Limited and its affiliates may operate stores, provide services, or sell product lines on BuildBidz.com. For example, businesses and individuals offer products via Marketplace. In addition, we provide links to the

websites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant or endorse the offerings of any of these businesses or individuals, or the content of their websites. 3Jay Innovations Labs Private Limited does not assume any responsibility or liability for the actions, products, and content of any of these and any other third-parties. You can tell when a third-party is involved in your transactions, and we may share customer information related to those transactions with that third-party. You should carefully review their privacy statements and other conditions of use.

14. Communications

When you visit BuildBidz.com, you are communicating with us electronically. You will be required to provide a valid phone number while placing an order with us. We may communicate with you by e-mail, SMS, phone call or by posting notices on the website or by any other mode of communication. For contractual purposes, you consent to receive communications (including transactional, promotional and/or commercial messages), from us with respect to your use of the website and/or your order placed on the website.

15. Losses

BuildBidzIndia is an online platform developed with an intention to provide sellers a platform to improve their business and customers to find required services. We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss that is not reasonably foreseeable to both you and us when you commenced using the website. Any agreements should be solely made between seller/contractor/wholesaler/laborer and customer directly.

16. Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our website, policies, and these Conditions of Use at any time. You will be subject to the policies and Conditions of Use in force at the time that you use the website or that you order goods or services from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

17. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

18. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

19. Governing law and Jurisdiction

These conditions are governed by and construed in accordance with the laws of India. You agree, as we do, to submit to the exclusive jurisdiction of the courts at Bengaluru, Karnataka, India.

20. Our Details

This website is operated by 3Jay Innovations Labs Private Limited.

BuildBidz.com For

21. BuildBidzIndia Software Terms

In addition to these Conditions of Use, the terms found here apply to any software (including any updates or upgrades to the software and any related documentation) that we make available to you from time to time for your use in connection with BuildBidzIndia Services (the "BuildBidzIndia Software").

22. Sanctions and Export Policy

You may not use any BuildBidzIndia Service if you are the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using BuildBidzIndia Services. You must comply with all U.S. or other export and re-export restrictions that may apply to goods, software (including BuildBidzIndia Software), technology and services.

5. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF RIGHT INFRINGEMENTS

If you believe that your rights are being infringed, you may fill out and submit the Notice Form. We respond expeditiously to rights owners and their agents who complete and submit the Notice Form to communicate concerns about any alleged infringement.

Upon receipt of a Notice Form we may take certain actions, including removing information or an item, all of which are taken without any admission as to liability and without prejudice to any rights, remedies or defenses, all of which are expressly reserved. Furthermore, in submitting a Notice Form, you grant to BuildBidzIndia the right to use, reproduce, modify, adapt, publish, translate, create derivative works from, and display its content throughout the world in any media. This includes forwarding the Notice Form to the parties involved in the provision of the allegedly infringing content. You agree to indemnify BuildBidzIndia for all claims brought by a third party against BuildBidzIndia arising out of or in connection with the submission of a Notice Form.

Note on Third Party Seller Listings: Please keep in mind that Third Party Seller listings are merely hosted on BuildBidz.com and are posted solely at the direction of Third-Party Sellers who may be contacted via their partner page, accessible from any of their listings. BuildBidzIndia shouldn't be held liable to the copyright infringements made by 3rd party seller/ partners/ contractors/ wholesalers/ laborers on BuildBidz.com platform. Copyright owner and the concerned seller/ partners/ contractors/ wholesalers/ laborers to sort out between each other without involvement of BuildBidz.com. BuildBidz displays the unique product ID under details of the product/ project/ services pages which can be used to identify the infringement page.

Important Warning: giving false, misleading or inaccurate information in the Notice Form to BuildBidzIndia may result in civil and/ or criminal liability. You should contact a legal advisor should you have any questions.

Notice Form:

If you believe that your rights are being violated by an item or information on the BuildBidz.com site, you may fill out and submit the Notice Form (below). This signed form can be send via E-mail PDF or Fax to the Grievance Officer:

Name: Director- Operations

e-mail PDF: buildbidzIndia@outlook.com

Subject Line: Claim of Infringement

or

3Jay Innovations Labs Pvt. Ltd.

(We will accept a signed PDF via e-mail with the subject line "Claim of Infringement" or Fax, unless by prior agreement we have agreed with you for an alternative receipt mechanism).

Please fill out the Notice form using the corresponding numbered paragraphs to frame your communication.

Notice Form

Re: www.BuildBidz.com

I, [INSERT FULL NAME AND TITLE] of [COMPANY NAME, IF APPLICABLE], state as follows:

- Your Contact information
- Listing's Unique product or service ID and Allegation of Infringed Right:
- Sign the Notice Form and Submit

Notice and Procedure for Notifying BuildBidz.com of Objectionable Content

If you believe that any content on, or advertised for sale on, the website contains any Objectionable Content as defined under Section 8 above, please notify us immediately through an email and sending a post to buildbidzindia@outlook.com and 3Jay Innovations Labs Private Limited, #62, D cross, Anjanadri Enclave, Horamavu Agara, Kalyannagar Post, Bangalore 560043.

6. BUILDBIDZINDIA SOFTWARE TERMS

1. Use of the BuildBidzIndia Software

You may use BuildBidzIndia Software solely for purposes of enabling you to use and enjoy the BuildBidzIndia Services as provided by BuildBidzIndia, and as permitted by the Conditions of Use, these BuildBidzIndia Software Terms and any Terms. You may not incorporate any portion of the BuildBidzIndia Software into your own programs or compile any portion of it in combination with your own programs, transfer it for use with another service, or sell, rent, lease, lend, loan, distribute or sub-license the BuildBidzIndia Software or otherwise assign any rights to the BuildBidzIndia Software in whole or in part. You may not use the BuildBidzIndia Software for any illegal purpose. We may cease providing any BuildBidzIndia Software and we may terminate your right to use any BuildBidzIndia Software at any time. Your rights to use the BuildBidzIndia Software will automatically terminate without notice from us if you fail to comply with any of these BuildBidzIndia Software Terms, the Conditions of Use or any other Terms. Additional third party terms contained within or distributed with certain BuildBidzIndia Software that are specifically identified in related documentation may apply to that BuildBidzIndia Software (or software incorporated with the BuildBidzIndia Software) and will govern the use of such software in the event of a conflict with these Conditions of Use. All software used in any BuildBidzIndia Service is the property of BuildBidzIndia and/ or its affiliates or its software suppliers and protected by laws of India including but not limited to any other applicable copyright laws.

2. Use of Third Party Services

When you use the BuildBidzIndia Software, you may also be using the services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third party services may be subject to the separate policies, terms of use, and fees of these third parties.

3. No Reverse Engineering

You may not, and you will not encourage, assist or authorize any other person to copy, modify, reverse engineer, decompile or disassemble, or otherwise tamper with, the BuildBidzIndia Software, whether in whole or in part, or create any derivative works from or of the BuildBidzIndia Software.

Updates

In order to keep the BuildBidzIndia Software up-to-date, we may offer automatic or manual updates at any time and without notice to you.

WARRANTY DISCLAIMER:

Please remember that any provider of goods or services is entitled to register with BuildBidzIndia. BuildBidzIndia does not examine whether the advertisers are good, reputable or quality sellers of goods/ service providers. You must satisfy yourself about all relevant aspects prior to availing of the terms of service. BuildBidzIndia has also not negotiated or discussed any terms of engagement with any of the advertisers. The same should be done by you. Purchasing of goods or availing of services from advertisers shall be at your own risk.

We do not investigate, represent or endorse the accuracy, legality, legitimacy, validity or reliability of any products, services, deals, coupons or other promotions or materials, including advices, ratings, and recommendations contained on, distributed through, or linked, downloaded or accessed from the Platforms.

References that we make to any names, marks, products or services of third parties or hypertext links to third party sites or information do not constitute or imply our endorsement, sponsorship or recommendation of the third party, of the quality of any product or service, advice, information or other materials displayed, purchased, or obtained by you as a result of an advertisement or any other information or offer in or in connection with the Platforms.

Any use of the Platforms, reliance upon any Materials, and any use of the Internet generally shall be at your sole risk. BuildBidzIndia disclaims any and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of the information or material displayed in the search results on the Platforms.

THE MATERIAL AND THE PLATFORMS USED TO PROVIDE THE MATERIAL (INCLUDING THE WEBSITE) ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF SERVICEABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. BUILDIDZINDIA DISCLAIMS, TO THE FULLEST EXTENT PERMITTED UNDER LAW, ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY AND PERFORMANCE OF THE PLATFORMS AND MATERIALS. BUILDIDZINDIA DOES NOT WARRANT THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE CONTENT IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

BUILDIDZINDIA DISCLAIMS ANY AND ALL WARRANTIES TO THE FULLEST EXTENT OF THE LAW, INCLUDING ANY WARRANTIES FOR ANY INFORMATION, GOODS, OR SERVICES, OBTAINED THROUGH, ADVERTISED OR RECEIVED THROUGH ANY LINKS PROVIDED BY OR THROUGH THE PLATFORMS. SOME COUNTRIES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM COUNTRY TO COUNTRY AND JURISDICTION TO JURISDICTION.

DISCLAIMER for "BuildBidzIndia/BBI Verified stamp, BBI Trusted Stamp", "BuildBidzIndia GUARANTEE" and "BuildBidzIndia's Right"

"BuildBidzIndia/ BBI verified" means, the information related to name, address, contact details of the business establishments have been verified as existing at the time of registering any advertiser with BuildBidzIndia. This verification is solely based on the documents as supplied by an advertiser/s or as per the details contained in Customer E-Registration Form.

"KI Trusted Stamp" indicates that the identity & information of the partners/services, viz., name, address, contact details, business name has been verified on best effort basis, as existing, based on the documents/ information furnished by the partners/ service providers. "KI Trusted Stamp" are also allocated to the partner's/ service providers considering user's reviews/ratings or any other criteria.

BuildBidzIndia strongly recommends to its users/ callers to verify all relevant details of partners/ services prior to availing any products/ services from them. BuildBidzIndia does not implicitly or explicitly endorse any product/s or services provided by the partners/ service providers.

ADDITIONAL DISCLAIMER:

Users using any of BuildBidzIndia service across the following mediums ie. through internet ie www.BuildBidz.com Website, Wapsite, SMS, phone or any other medium are bound by this additional disclaimer wherein they are cautioned to make proper enquiry before they (Users) rely, act upon or enter into any transaction (any kind or any sort of transaction including but not limited to monetary transaction) with the Advertiser listed with BuildBidzIndia.

All the Users are cautioned that all and any information of whatsoever nature provided or received from the Advertiser/s is taken in good faith, without least suspecting the bonafides of the Advertiser/s and BuildBidzIndia does not confirm, does not acknowledge, or subscribe to the claims and representation made by the Advertiser/s listed with BuildBidzIndia . Further, BuildBidzIndia is not at all responsible for any act of Advertiser/s listed at BuildBidzIndia.

LIMITATION OF LIABILITY:

IN NO EVENT SHALL BUILDIDZINDIA or 3Jay Innovations Labs Private limited BE LIABLE TO ANY USER ON ACCOUNT OF SUCH USER'S USE, MISUSE OR RELIANCE ON THE PLATFORMS FOR ANY DAMAGES WHATSOEVER, INCLUDING DIRECT, SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA WHETHER BROUGHT IN WARRANTY, CONTRACT, INTELLECTUAL PROPERTY INFRINGEMENT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY, EVEN IF BUILDIDZINDIA ARE AWARE OF OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, ARISING OUT OF OR CONNECTED WITH THE USE (OR INABILITY TO USE) OR PERFORMANCE OF THE PLATFORMS, THE MATERIALS OR THE INTERNET GENERALLY, OR THE USE (OR INABILITY TO USE), RELIANCE UPON OR PERFORMANCE OF ANY MATERIAL CONTAINED IN OR ACCESSED FROM ANY PLATFORMS. BUILDIDZINDIA DOES NOT ASSUME ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION, APPARATUS, PRODUCT OR PROCESS DISCLOSED ON THE PLATFORMS OR OTHER MATERIAL ACCESSIBLE FROM THE PLATFORMS.

THE USER OF THE PLATFORMS ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THIS PLATFORMS AND THE INTERNET GENERALLY. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO ALL USERS; IN SUCH COUNTRIES LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

THIRD PARTY SITES:

Your correspondence or business dealing with or participation in the sales promotions of advertisers or service providers found on or through the Platforms, including payment and delivery of related goods or services, and any other terms, conditions, and warranties or representations associated with such dealings, are solely between you and such advertisers or service providers. You assume all risks arising out of or resulting from your transaction of business over the Internet, and you agree that we are not responsible or liable for any loss or result of the presence of information about or links to such advertisers or service providers on the Platforms. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, authenticity, copyright compliance, legality, decency or any other aspect of the content, advertising, products, services, or other materials on or available from such sites or resources. You acknowledge and agree that your use of these linked sites is subject to different terms of use than these Terms, and may be subject to

different privacy practices than those set forth in the Privacy Policy governing the use of the Platforms . We do not assume any responsibility for review or enforcement of any local licensing requirements that may be applicable to businesses listed on the Platforms.

MONITORING OF MATERIALS TRANSMITTED BY YOU: Changes may be periodically incorporated into the Platforms. BuildBidzIndia may make improvements and/ or changes in the products, services and/ or programs described in these Platforms and the Materials at any time without notice. We are under no obligation to monitor the material residing on or transmitted to the Platforms. However, anyone using the Platforms agrees that BuildBidzIndia may monitor the Platforms contents periodically to:

- (1) comply with any necessary laws, regulations or other governmental requests;
- (2) to operate the Platforms properly or to protect itself and its users.

BuildBidzIndia reserves the right to modify, reject or eliminate any material residing on or transmitted to its Platforms that it, in its sole discretion, believes is unacceptable or in violation of the law or these Terms and Conditions.

DELETIONS FROM SERVICE: BuildBidzIndia will delete any materials at the request of the user who submitted the materials or at the request of an advertiser who has decided to "opt-out" of the addition of materials to its advertising, including, but not limited to ratings and reviews provided by third parties. BuildBidzIndia reserves the right to delete (or to refuse to post to public forums) any materials it deems detrimental to the system or is, or in the opinion of BuildBidzIndia, may be, defamatory, infringing or violate of applicable law. BuildBidzIndia reserves the right to exclude Material from the Platforms. Materials submitted to BuildBidzIndia for publication on the Platforms may be edited for length, clarity and/or consistency with BuildBidzIndia's editorial standards.

INDEMNIFICATION:

You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms, your violation of any law, or your violation of the rights of a third party, including the infringement by you of any intellectual property or other right of any person or entity. These obligations will survive any termination of the Terms.

MISCELLANEOUS:

These Terms will be governed by and construed in accordance with the Indian laws, without giving effect to its conflict of laws provisions or your actual state or country of residence, and you agree to submit to personal jurisdiction in India. You agree to exclude, in its entirety, the application to these Terms of the United Nations Convention on Contracts for the International Sale of Goods. You are responsible for compliance with applicable laws. If for any reason a court of competent jurisdiction finds any provision or portion of the Terms to be unenforceable, the remainder of the Terms will continue in full force and effect. These Terms constitute the entire agreement between us and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter of these Terms. Any waiver of any provision of the Terms will be effective only if in writing and signed by you and BuildBidzIndia. BuildBidzIndia reserves the right to investigate complaints or reported violations of these Terms and to take any action we deem

necessary and appropriate. Such action may include reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties. In addition, we may take action to disclose any information necessary or appropriate to such persons or entities relating to user profiles, e-mail addresses, usage history, posted materials, IP addresses and traffic information. BuildBidzIndia reserves the right to seek all remedies available at law and in equity for violations of these Terms.

Notices. All of our notices, demands and other communications must be in writing and will be deemed to have been given (a) if mailed by certified mail, postage prepaid, (b) if delivered by overnight courier, (c) if sent by facsimile transmission and such transmission is confirmed as received, or (d) if sent by electronic mail, and such message is confirmed as received, in each case to the address, fax number or e-mail address specified on the Order for the recipient of such notice.

All of your notices, demands and other communications must be in writing and will be deemed to have been given (a) if mailed by certified mail, postage prepaid or if delivered by overnight courier, to our address: 3Jay Innovations Labs Private Limited, #62, D cross, Anjanadri Enclave, Horamavu Agara, Kalyannagar Post, Bangalore 560043.

Force Majeure: In no event shall we or any Distribution Site have liability or be deemed to be in breach hereof for any failure or delay of performance resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, network failure, riot, explosion, embargo, strikes (whether legal or illegal), terrorist act, labor or material shortage, transportation interruption of any kind or work slowdown or any other condition not reasonably within our control. Your payment obligations shall continue during any event of force majeure.

Indemnification: You agree to indemnify us and the Distribution Sites and hold us and the Distribution Site harmless from and with respect to any claims, actions, liabilities, losses, expenses, damages and costs (including, without limitation, actual attorneys' fees) that may at any time be incurred by us or them arising out of or in connection with these Terms or any Advertising Products or services you request, including, without limitation, any claims, suits or proceedings for defamation or libel, violation of right of privacy or publicity, criminal investigations, infringement of intellectual property, false or deceptive advertising or sales practices and any virus, contaminating or destructive features.

Telephone Conversations: All telephone conversations between you and us about your advertising may be recorded and you hereby consent to such monitoring and recordation.

Arbitration: Any disputes and differences whatsoever arising in connection with these Terms shall be settled by Arbitration in accordance with the Arbitration and Conciliation Act, 1996. a) All proceedings shall be conducted in English language. b) Unless the Parties agree on a sole arbitrator there shall be three Arbitrators, one to be selected by each of the parties, and the third to be selected by the two Arbitrators appointed by the parties. c) The venue of Arbitration shall be in Bangalore, Karnataka, India.

Entire Agreement: These Terms constitutes the entire agreement between you and us with respect to the subject matter of these Terms and supersedes all prior written and all prior or contemporaneous oral communications regarding such subject matter. Accordingly, you should not rely on any representations or warranties that are not expressly set forth in these Terms. If any provision or provisions of these Terms shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Except as provided in Section 1, these Terms may not be modified except by writing signed by you and us; provided, however, we may change these Terms

from time to time, and such revised terms and conditions shall be effective with respect to any Advertising Products ordered after written notice of such revised terms to you or, if earlier, posting of such revised terms and conditions on our Website.

In relation to any complaints or concerns, you can email to us at 3jayin@gmail.com.

6. OBLIGATIONS OF BUILDIDZINDIA:

- a. In providing the Services, the BuildBidzIndia is acting as an Intermediary between the Partner and Customers/ Users. The contract for the sale of goods or services will be between the Customers/Users and the Partner. The Partner shall be solely responsible for all customer service issues relating to its supply of goods or services (including pricing, rebates, item information, availability, technical support, functionality, warranties, guarantees, order fulfilment, shipping, handling, order cancellation, returns, refund, adjustments, feedback and product or service complaints). In performing customer service, the Partner shall present itself to its customers BuildBidzIndia Provider. It is the responsibility of the Partner and not the BuildBidzIndia to resolve any dispute or claim raised by Customers/ Users relating to the purchase or sale of goods or services from the Partner.
- b. In case of an unauthorized Refund or a Refund that was incorrectly executed due to an error by BuildBidzIndia, BuildBidzIndia shall be at the Partner's request immediately credit to the Partner Account the refunded amount including all related Service Fees deducted therefrom. The BuildBidzIndia shall not be liable, where the unauthorized Refund arises from: (a) the Partner's failure to keep the personalized security features of the Partner's Account safe in accordance security policies prescribed under the law time being in force; or (b) any breach of this Agreement by the Partner, or the Partner 's negligence or willful misconduct; (c) if the Partner fails to notify the BuildBidzIndia of any loss of the Partner's Password or other event that could reasonably be expected to have compromised the security of the Partner Account after the Partner has gained knowledge of such event; or (d) the Partner fails to dispute and bring the unauthorized or incorrectly executed transaction to the BuildBidzIndia's attention within 24 (Twenty Four) Hours from the time/ date of the transaction.
- c. BuildBidzIndia is obligated to perform only those duties expressly described in this Agreement. BuildBidzIndia shall not be liable for any error in judgment, for any act taken or not taken, or for any mistake of fact, except for as expressly provided for herein.
- d. BuildBidzIndia shall maintain daily transaction record for accounting purpose and data and information generated/ maintained by BuildBidzIndia under this agreement shall prevail and be binding on the parties.
- e. BuildBidzIndia hereby agrees that the payment identification number generated by BuildBidzIndia shall be the proof of payment made by BuildBidzIndia to Partner.

7. TERMS AND CONDITIONS FOR PARTNERS (Contractors, Architects, Wholesalers & Labor Partners)

TERMS FOR SELLING A PRODUCT OR ONLINE CLASSIFIEDS

1. INTRODUCTION

1.1 This document is an electronic record in terms of the amended Information Technology Act, 2000 and rules and regulation made thereunder. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the Terms for access or usage of BuildBidzIndia's service via BuildBidzIndia Portals. This document meets the stipulations and conditions mentioned in Section 65B (2) of the Indian Evidence Act, 1872

1.2 This Terms of Service is entered between BuildBidzIndia Limited (hereinafter referred to "We", "Our" or "Us") and Partners (Contractors/wholesalers/Architect/Labor Partner Entities or Individuals) (hereinafter referred to "You" or "Your"). You confirm that by applying, accepting, using our Market Place Service ("Service") indicates your acceptance of all the terms and conditions of this agreement, which has been clearly read, understood and accepted by you. We reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms, at any time without any prior written notice to you. It's your responsibility to review these Terms periodically for updates/ changes. Your continued use of our service following the posting of changes will mean that they have accepted and agreed to the revisions.

2. SERVICES: BuildBidzIndia is launching new market place service for your business and creating Partner & website for your business so that it can help you to promote your products and services through BuildBidzIndia's portal so that the users can directly access your products & services and check out the products & services whenever they want to. This gives user the convenience and they can decide to buy your products & services when they feel the desire or the need. Therefore, this Service may help you to increase your business in an effective way.

3. Referral FEE:

BuildBidzIndia may create free listing for your business, free of cost as of now. BuildBidz India would charge of leads, and referral fees for bids won. Referral fees would be refundable if partner fail to close the deal with customer, by deducting nominal transaction fee. However, BuildBidzIndia reserves the right, at its sole discretion, to determine the cost of its service as and when it requires.

4. YOUR'S REPRESENTAION, WARRANTIES & OBLIGATION:

4.1.1 you are a bona fide business organization carrying on business in relation to the items disclosed in Contractor or Wholesaler;

4.1.2 you have the rights to use the trademarks of business name,product images, and other details specified in Contractor or Wholesaler;

4.1.3 the business carried on by you do not violate or infringe upon any law or regulation and all registrations, authorizations and /permission necessary approvals required for carrying on business have been procured by you; and

4.1.4 all information provided about yourself to BuildBidzIndia is and shall at all times be accurate, valid and complete and you shall be solely responsible and liable for the information provided (including but not limited to the content or details pertaining to any intellectual property provided by you to us) to BuildBidzIndia.

4.2 You acknowledge that you shall be solely responsible for all materials/information and its use in BuildBidzIndia for creating for listing in the marketplace. You confirm that you are the absolute owner of product images, specifications, descriptions & other details for creating digital product catalogues and you have granted the unfettered right to use your business details, product images, specifications, descriptions & other details for creating digital product catalogues & website for your business. Your business details are visible on our portals. You agree that nothing in its materials/information of listing details will be false, misleading, defamatory, harassing, or threatening, will constitute unfair competition or unfair commercial practice, will violate any applicable Law, or will infringe or misappropriate the Intellectual Property Rights of any third party. You are solely responsible for the activities of any your employees, representative, or any of its agents or other persons acting on your behalf in connection with this term. You will ensure that you shall comply with all applicable Law, including Law related to data protection and privacy

4.3 You acknowledge & accept that it is your responsibility to update information pertaining to your business, products/services using the online edit option available in your listing and keep BuildBidzIndia updated in this regard. In the event the relevant information is not updated accurately, you would, by default, be bound by the explanation or description of the product/service or any other details of your business communicated by BuildBidzIndia to the Users or any other third party.

4.4 You undertake to provide a copy of the licenses/ registrations or any other documents including but not limited to valid Identity cum address proofs, as required by you to run the business.

4.5 You acknowledge that BuildBidzIndia is basically a marketplace and bidding platform and do not seek any fulfilment of the product / services delivered or not, and it is your responsibility to deliver the goods & services. You acknowledge that we are not responsible for the goods or services, or any dispute between you & end users. It is your responsibility to resolve any dispute or claim raised by end users. In case of any disputes you shall hold BuildBidzIndia saved and harmless from any such actions or claims that may be initiated against it. You shall also indemnify and hold indemnified BuildBidzIndia at all times against all such actions and claims

4.6 You hereby undertake that during the term, you will not directly or indirectly mis-utilize, cheat, solicit, or usurp or attempt to solicit, divert, authorize any third party to generate automated, fraudulent or otherwise invalid enquiries, clicks or conversions, ratings, reviews, or solicit any users of BuildBidzIndia by means of providing discounts, gift coupons, or use any automated means or form of scraping or data extraction to access, query or otherwise collect listing service related information; or misuse BuildBidzIndia's portals in any manner whatsoever. Any such conduct will lead to an immediate action and BuildBidzIndia at its discretion will initiate proceedings against you before appropriate forum.

4.7 It is your sole responsibility to keep the id/password/login id safely so that no one can misuse it and do the changes in the listing visible on BuildBidzIndia portals to cause any wrongful harm to

BuildBidzIndia or its users. You represent that in event the loss is caused due to your negligence, then you will bear the entire loss and BuildBidzIndia shall not be responsible for the same.

4.8 The content is protected by copyright, trademark and other intellectual property rights, as applicable. You must not and must not permit anyone else to copy, store, adapt, modify, transmit the Content, or to distribute the Contents of Contractor or Wholesaler available on our portal.

4.9 You are solely responsible for any transactions of any kind entered into between you and third parties accessing or acting in reliance on the Service. You must ensure that you shall comply with all consumers and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to you.

4.10 You are responsible for the security and proper use of all user identities in connection with the Service and must take all necessary steps to ensure that they are kept confidential, secure, used properly and not disclosed to unauthorised people.

4.11 You must immediately inform us if there is any reason to believe that a user ID or password has or is likely to become known to someone not authorised to use it or is being or is likely to be used in an unauthorised way. We reserves the right to suspend user ID and password access to the Service if at any time we consider that there is or is likely to be a breach of security.

5. BUILDBIDZINDIA'S OBLIGATIONS:

5.1 BuildBidzIndia reserves the right to vary the contents of product or services posted by partners from time to time by adding, removing or modifying content as BuildBidzIndia thinks fit, and does not guarantee or warrant that any particular item or items of content will be available at any given time.

5.2 The Contractor or Wholesaler is protected under the intellectual property rights, as applicable. You must not permit anyone else to copy, store, adapt, modify, transmit the Contractor or Wholesaler, or to distribute the Contractor or Wholesaler to third parties, without written permission from BuildBidzIndia.

5.3 You must ensure that you shall comply with all consumers and other legislation, instructions or guidelines issued by regulatory authorities, relevant licences and any other codes of practice which apply to you.

5.4 We will provide you with the Service as per the terms of this agreement and with the reasonable skill and care of a competent service provider. We will use reasonable endeavours to provide uninterrupted Service, but from time to time faults may occur, which we will repair as soon as reasonably practicable, but occasionally for operational reasons change the technical specification of the Service or for any other reason beyond our reasonable control suspend the Service for operational reasons such as repair, maintenance or improvement of the Service or because of an emergency. Service will be restored as soon as possible.

6. DISCLAIMER & LIMITATION OF LIABILITY:

6.1 To the fullest extent permitted by law, BuildBidzIndia disclaims all warranties, express or implied, including without limitation for non-infringement, satisfactory quality and fitness for purpose. To the fullest extent permitted by law, BuildBidzIndia disclaims all guarantees regarding the services or solutions. BuildBidzIndia will not be liable for any consequential, special, indirect, exemplary, or punitive damages (including without limitation loss of profits, revenue, interest, goodwill) whether in contract, tort (including negligence) or any other legal theory, even if advised of the possibility of such damages and notwithstanding any failure of essential purpose or of any remedy except for your indemnification obligation. BuildBidzIndia is also not liable for any claim owing to any misrepresentation of the information pertaining to you so long as the information exhibited/communicated by BuildBidzIndia conforms to the Information made available by you or any person on your behalf

6.2 Once the Contractor or Wholesaler contents/ materials are approved by you or any person on your behalf, BuildBidzIndia does not warrant or guarantee the accuracy or completeness of any of the Catalogue Content or any further information or results which may be derived from you. Buildbidz India can time-time revisit your content of other internet sources and upload the on your behalf, however, You acknowledge that it is your responsibility to evaluate the accuracy and completeness of the Catalogue Content on time-time basis. In particular you acknowledge that BuildBidzIndia is not entitled to rely on any contents/materials of your business as approved by you and that the use of the Catalogue Content for any purpose is at your sole risk.

7. INDEMNITY: You shall defend, indemnify, and hold harmless BuildBidzIndia/3Jay Innovations Labs Pvt Ltd, its officers, employees, agents, Representatives from and against any claims, liability(ies), demands, losses, damage, deficiencies, actions, judgments or cause of action, assessments, interests, penalties and other costs or expenses incurred or suffered by BuildBidzIndia (including, without limitation, reasonable attorneys' fees and expenses) arising out of or in relation to or in connection with:

7.1 Breach of any provision of this Terms or non-performance of any of its obligations;

7.2 By reason of any infringement of any intellectual property rights;

7.3 Any representation and warranty given by You to BuildBidzIndia under this Terms being found to be untrue, false or incorrect; or

7.4 Anything done or omitted to be done by you due to its negligence, default or misconduct of you or any of your officers, directors, employees or agents

7.5 Any third-party claims

8. OWNERSHIP: The ownership of the product images, videos, specifications, descriptions & other details of product shall be vested with you. Ownership of the Product(s) excluding the software will pass to you. The Product(s) will appear in in the name of your business. In the event of threatened seizure of the Product(s) or any other restrictions, you will immediately notify us and we may take appropriate action in this regard

9. INTELLECTUAL PROPERTY RIGHTS: All intellectual property rights in:

9.1 BuildBidzIndia Brands.

9.2 Content belong exclusively to BuildBidzIndia. Nothing in this Terms of Use is intended to grant any rights or license to you under any work right, copyright, trade secret, trademark or service mark, or other intellectual property right of BuildBidzIndia. You shall not have any right to use or reproduce in any manner any intellectual property owned by BuildBidzIndia, including any trademarks, trade names, logos etc.

10. TERMS & TERMINATION: If you breach any conditions of the Terms or BuildBidzIndia receives any complaints against you from any one or for any other reasons, BuildBidzIndia shall have right to terminate this agreement forthwith and you shall immediately stop using our service. In addition to the termination, BuildBidzIndia also reserves the right to initiate appropriate legal proceedings in the event of any material breach of the terms & conditions as stipulated herein.

11. FORCE MAJEURE: If either of the party is unable to perform any obligation under this contract because of any event beyond the party's reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, epidemic or pandemic (whether or not involving employees of either party) or acts of local or central government or other competent authorities. Neither Party shall be liable for breach of this Agreement to the extent caused by or arising from any force majeure event beyond the control of such Party. If BuildBidzIndia is prevented by restrictions of a legal or regulatory nature from supplying the Service, BuildBidzIndia will have no liability to you for failure to provide the Service

12. DISPUTES RESOLUTION: If any dispute/difference arises between the parties about these Terms then the Parties shall meet to discuss the matter and shall negotiate in good faith to resolve the matter. However if such matter remains unresolved within 60 days from the date of dispute intimated to other party in writing thereafter the matter shall be referred to the sole arbitrator appointed by BuildBidzIndia at its discretion. The Arbitration and Conciliation Act, 1996 shall govern the arbitration proceedings and the place of Arbitration shall be Bengaluru. Language of Arbitration shall be English. Cost of Arbitration shall be borne in equal proportion by the Parties. Attorney costs shall be borne individually by each Party. The Arbitration award shall be final and binding upon the Parties.

13. HELP DESK: For approval of any data, image of your products or services, you can email to us at BuildbidzIndia@outlook.com or 3jayin@gmail.com

14. RELATIONSHIP: The relationship of the Parties is on a "principal to principal" basis and the Parties are independent of each other and nothing contained herein is intended to or shall be deemed to create with limitation any partnership, joint venture, employment or relationship of principal and agent between the Parties hereto or between You and BuildBidzIndia or to provide either of the Parties with any right, power or authority, whether express or implied to create any such duty or obligation on behalf of the other Party.

15. SURVIVAL of INFORMATION: The terms and provisions of this agreement that by their nature and content are intended to survive the performance hereof by any or all Parties hereto shall so survive the completion and termination of this agreement.

16. NOTICES: All notices, requests, demands and other communications hereunder shall be in writing and the same shall be deemed to be served, if personally delivered or sent by registered mail at the registered office addresses. Notices may also be sent through emails, 6 however, such emails must be followed up with a physical notice at the above mentioned address within a period of ten (10) days.

17. WAIVER: Unless otherwise expressly stated, the failure to exercise or delay in exercising a right or remedy under this Terms shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Terms shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

18. GOVERNING LAW AND JURISDICTION: This Terms of Service shall be governed and construed in accordance with the laws in India. Any dispute arising hereunder shall be subject to the exclusive jurisdiction of the courts in Mumbai, India.

19. ASSIGNMENTS: You shall not assign, in whole or in part, the benefits or obligations of this Terms of Service unless otherwise mutually agreed in writing.

Terms of use for UPI-Payments

BuildBidzIndia is acting as an intermediary between Users and Razorpay portal payment Options.

These terms and conditions shall be in addition to Razorpay privacy policy and BuildBidzIndia's Privacy Policy and other applicable policy available at BuildBidzIndia portal.

BUILDBIDZ INDIA TERMS OF SERVICE FOR LISTING SERVICES/PROJECTS

This document is an electronic record in terms of the amended Information Technology Act, 2000 and rules and regulation made thereunder. This electronic record is generated by a computer system and does not require any physical or digital signatures. This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries Guidelines) Rules, 2011 that require publishing the Terms for access or usage of BuildBidzIndia's service via BuildBidzIndia Portals. This document meets the stipulations and conditions mentioned in Section 65B (2) of the Indian Evidence Act, 1872.

This Terms Of Service guides the contractual relation between Partners (hereinafter called as "Partner"/"Service Provider", "You" or "Your") and BuildBidzIndia Limited (hereinafter called as BuildBidzIndia,) and it governs the services offered by BuildBidzIndia through its website (www.Buildbidz.com), phone Search, SMS, WAP, APP or any other medium (collectively called "Portals"). BuildBidzIndia offers you its services only on the Terms and any amendments made under this Terms of Service. BuildBidzIndia's endeavor will be to send the Terms of Service to you on your registered email ID and/or mobile number via Emails/ Sms/ WhatsApp and the same is also published on BuildBidzIndia's website at <https://www.Buildbidz.com/Terms-of-Use/Service-for-Listing-Service>.

1) INTRODUCTION : The Services (defined herein after) of 'BuildBidzIndia' is provided by 3Jay innovations Labs India Limited, a company incorporated under the Companies Act, 1956 and having its registered office #62, D Cross, Anjanadri Enclave, Horamavu Agara, Kalyan Nagar Post, Bengaluru 560043. BuildBidzIndia carries on the business of providing information about Partners (defined hereinafter) of various products and services ("Information") in selected towns and cities in India ("Service") to end users. BuildBidzIndia is local search engine and it primarily provides directory services to its Callers/Users as per their requirements & searches made on BuildBidzIndia's portals in as much as this terms of use is concerned as applicable to the partners. BuildBidzIndia search service is available to users through multiple platform viz., Internet, mobile internet, telephone (voice, text & SMS). BuildBidzIndia is merely a medium which connects general public with partner's goods and services listed on BuildBidzIndia, however, at the same time it does not intend to guarantee any business to such Partners. The Partner details as provided by them are specified in the listing available at BuildBidzIndia's portals. BuildBidzIndia's objective is to provide a quicker guide for up-to-date Information in a user friendly manner and via a medium that the end user is comfortable with. The end users ("herein after referred as Callers/ Users") of the Service are persons who may want to purchase goods/ avail services and are seeking information about the Partners of such goods and services. These Terms of Service (defined below) and the invoice mentioned in Clause 13 constitute the entire understanding/ Contract) between BuildBidzIndia and the Partners.

2) INTERPRETATION :

- (a) Contract means this Terms of Service together with all Schedules and Annexures (if any);
- (b) References to a party hereunder shall include such party's successors, permitted assigns and any persons deriving title under it;

- (c) The descriptive headings of Clauses are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Clauses;
- (d) The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Contract to such person or persons unless the context otherwise permits;
- (e) Any grammatical form of a defined term herein shall have the same meaning as that of such term; and The words "including" and "includes" herein shall always mean "including, without limitation" and "includes, without limitation", respectively.

3) Subscription and Credits:

Partners may be business houses, small medium enterprises, corporate entities, semi-corporate entities, establishments or individuals, who subscribe to purchase credits in order to access leads. BuildBidzIndia will provide only the Information about the customer to the Users in the manner provided for in these Terms. Partner agrees and acknowledges that BuildBidzIndia does not guarantee any business to the partner and is merely a medium through which information is made available to the general public. Unused credits cannot be refunded and transferred to any other account; it is sole responsibility of the partner to consume such credits before expiration date.

4) GENERAL TERMS :

- (i) This Terms of Service, including any Invoice, Annexures etc. together will be referred as "Contract/ Terms of Service". This Terms of Service will override any previous understanding (whether written or oral) between the Partner and BuildBidzIndia on the subject matter hereof. The Terms Of Service shall be valid and effective for 1 (one) year or more from the Effective Date unless otherwise agreed by the parties and in accordance with the terms of Service subject to the timely receipt of the payment. The Service would automatically stand renewed unless (a) the Partner intimates BuildBidzIndia by prior written notice (either by email or through registered post) at least 3 (three) months before the expiry of the 1 (one) year tenure, expressing their intention not to renew the Service or (b) is terminated by either Party prior to renewal in accordance with these Terms. In the absence of any written communication by the Partner as to non-renewal after the expiry of the 1 (one) year tenure or unless terminated earlier by either Party, the Service would stand automatically renewed on terms specified herein. By agreeing to the terms of the Contract, the Partner shall be deemed to have consented unconditionally to all such addendums and amendments to the Contract without requirement of any specific notice or signature thereto. BuildBidzIndia is entitled to modify the Terms of Service as it deems fit and will not be required to provide a specific notice of such change to the Partners. It shall be the sole responsibility of the Partners to visit the Website and update themselves of the modifications/changes to the Terms of Service. Any changes to or amendment to these Terms or the Terms of Service will be deemed to take effect from the Effective Date and will be binding on the Partner.
- (ii) Subject to terms set out in Clause above, it is clarified that the automatic renewal of the Service will also be subject to sufficient credit balance of Partner being available in the Partner's account with BuildBidzIndia. It is further clarified that in ECS/ CCSI mandate should be active and the payment should be honoured on the stipulated date for the purposes of renewal of the Service.

- (iii) The automatic renewal of the Service is subject to the absolute discretion of BuildBidzIndia. The amount mentioned in the Invoice along with any other document which forms a part of this Terms of Service, Total Fee is the decided fee for the provision of Services and shall not be reviewed at any point except at the discretion of BuildBidzIndia. The Partner's by making the payment as raised in the invoice confirms the acceptance of Terms of Service as set out herein, for availing the service from BuildBidzIndia.
- (iv) The partner hereby authorizes that upon the execution of ECS/ CCSI MANDATE BuildBidzIndia is authorized to DEDUCT minimum of 9 months ECS, thereafter Partner has the option of terminating the Service. The Partner shall only terminate the Service upon the completion of minimum tenure of 9 months from effective date which can be terminated by giving prior 3 (Three) months written notice (either by email or through registered post) to its bill due date, expressing intentions of discontinuing the Services.
- (v) Notwithstanding anything contained anywhere in this contract, The Partner undertakes that if any concession is availed by Partner while availing BuildBidzIndia services it shall be under obligation to honor the payment (through any mode as opted) under any circumstances for the total tenure of the services as availed by the Partner subject to terms of service as mentioned in this document. The Partner hereby authorizes that upon the execution of ECS/ CCSI MANDATE BuildBidzIndia is authorized to DEDUCT the ECS/ CCSI or any other payment mode for the total tenure as per the services availed especially where concession is availed by Partner.
- (vi) In respect of Premium listings or any other Listings, where the payment mode and manner opted by the Partner is Electronic Clearing Service (ECS) or Credit Card Standing Instruction (CCSI), the Service would be automatically renewed as mentioned in Clause 4 of these Terms, however such automatic renewal is subject to the condition that same will be so renewed at revised values (commercials) as existing on the date of automatic renewal and on such other terms as may be determined solely by BuildBidzIndia. Notwithstanding anything contained in this Term of Service, the automatic renewal and the terms of such renewal will be at the absolute discretion of BuildBidzIndia.
- (vii) It is clarified that, irrespective of whether the Partner has registered or not registered their entity/ firm's contact numbers in the "Do Not Call" registry of Telecom Regulatory Authority of India (TRAI), or any other statutory body, upon acceptance of the Terms Of Service, the Partner would be deemed to have given their consent and authorized BuildBidzIndia to share the Partner's details and contact numbers for business and promotional purpose with Users of the Service and for other business purposes of BuildBidzIndia. Further the Partner, by accepting the Terms of Service, has given his consent to BuildBidzIndia to contact him for any business promotion of BuildBidzIndia. The Partner confirms that Partner shall carry out all the obligations as specified in the Terms of Service. The Partner also undertakes to take all such measures as may be necessary to ensure that the Users do not encounter any difficulty in contacting the Partner. In the event the Users are unable to contact the Partner it would not be deemed to any deficiency in the Services rendered by BuildBidzIndia. The Partner undertakes to comply with all the present and future TRAI regulations or regulations of any other regulatory bodies on subject matter covered under this clause and would ensure that User or BuildBidzIndia will not face any difficulty in contacting the Partners.

5) INFORMATION DISSEMINATION :

BuildBidzIndia currently disseminates Information to the Users through different platforms, viz., telephone, internet, WAP (Wireless Access Protocol) and Wireless (SMS short code) SMS and Whatsapp. BuildBidzIndia may, at its discretion cease providing Information over any of the above platforms or provide Information over other platforms or modify the manner in which Information is provided over any of the existing platforms, as it may deem fit, from time to time.

6) PARTNER LISTINGS:

1) This refers to the various kinds of Listings Service that can be selected by the Partner. BuildBidzIndia provides the following kinds of listings Service ("Listings"): (a) Premium Listings (b) Package Listings (iii) VFL / LFL (Verified / Lifetime Listing) Package (iv) SMS-Promo Services. (v) Cost per enquiry-based packages (vi) Other Services as may be introduced by BuildBidzIndia from time to time and or as mentioned in the invoice or the proposal forms as the case may be.

a) Premium Listing

The Partner agrees that the PREMIUM LISTINGS are the position-based services, which can be fixed or rotational in nature as reasonably decided by BuildBidzIndia, as per availability in the selected categories and pin codes on the day of receipt of the payment on BuildBidzIndia's account. Under rotational search, in respect of specific area search, the listing of the partners will appear on those positions, which have been opted by them. In respect of all area searches, the listings will be displayed rotationally on the basis of amounts paid by them for that category. The Partner agrees that it shall enlist itself under the Listing which is mentioned in Clause 6 of the Terms of Service. The packages value may vary based upon the city town, medium, category, and such other parameters as may be identified by BuildBidzIndia.

In the event Partners wish to change/add any categories/pin code etc, it will be done at additional cost, depending on the availability and discretion of BuildBidzIndia. However in case of removal/cancellation/deletion of any categories/pin code in the existing listing, the Partners shall not claim to reduce the cost or refund the money on the basis of removal/cancellation/deletion of any categories/pin-codes. BuildBidzIndia reserves the right to change the aforesaid Listing Service options by adding new listings or deleting the existing listings or adding, deleting, modifying or merging any categories or keywords or pin-codes. In the event the listing applied for is no longer available, BuildBidzIndia shall endeavor to allot similar Listing to the Partner. The final decision making power with regard to Listing shall however vest with BuildBidzIndia and such decision shall be final and binding on the Partner.

The Partner agrees and undertakes that if Partner has opted for the maximum number of enquiries in the contract (irrespective of tenure), under such arrangement there shall be no fixed tenure that would be defined. The tenure would be determined on the basis of maximum numbers of enquiries provided to the Partner's listings. The Partner acknowledges that numbers of enquires shall solely be dependent on the market trend/response or user's demand and BuildBidzIndia does not guarantee on the numbers of enquiries however it shall be its endeavour to provide the services on best effort basis.

b) Package Listings

Under Package listings, the consideration as paid by the partner would be allocated by BuildBidzIndia, as available, over categories and pin-codes / locations as opted by the partner for their listing/contract. The services under package listing would be on rotational basis for a given area

specific search or all area search. Partners would be given preference on the visibility in proportion to the consideration amount paid for that category etc.

c) Cost per enquiry:

the Partner/ business listing must identify the business category in which he/she wants to be listed ("Category") and agrees to pay per enquiry & the total nos. of enquiries. An enquiry is generated when (i) in relation to Telephone & SMS when BuildBidzIndia disseminates information about the partner/ business listings to a user/caller upon the request by the caller/user for information (ii) in relation to online information, be it directory or other facilities as made available to the users who enquires relevant details of partners his products/services or business entities details. Currently the mediums available are Telephone/ SMS & online. The cost per enquiry shall be determined based on the total nos. of enquiries divided by total amount as paid by the partner. To clarify, upon each enquiry being generated through BuildBidzIndia an amount equal per enquiry shall be deducted from the total amount paid by the partner/business listing. Upon threshold being reached on a given day, no more enquiries shall be shared under the contract however; the partner may have an option to renew the services as per the prevailing rates.

7) "BuildBidzIndia/BBI Verified" Stamp

"BuildBidzIndia/ BBI verified" means, the information related to name, address, contact details of the business establishments have been verified as existing at the time of registering any Partner with BuildBidzIndia. This verification is solely based on the documents as supplied by a Partner/s or as per the details contained in Customer E - Registration Form.

8) BuildBidzIndia Commission or Referral Fees:

Every service or project booked through BuildBidzIndia will have a fixed commission/referral fee amount to be paid based on the amount of transaction and service being selected by customer. Partner will be paid deducting the commission amount as agreed between BuildBidzIndia and Partner. Commission percentage shall formed to partner depends of project value, the same shall be notified to Partner.

Advertizing or listing Fees:

- a) The Partner agrees to pay a non-refundable Listing/Service Fee for the Services that will be determined by BuildBidzIndia at the time of accepting the Service. The ("Listing Fee") shall be paid by the Partner in advance and BuildBidzIndia will send the customer receipt to the registered Mobile Number and email ID of the Partner, simultaneously after receipt of payment from Partner. BuildBidzIndia shall, at its sole discretion, reserve its right to decide the Listing Fee for the Services, from time to time.
- b) The partner/service provider can pay the fee, either by way of upfront payment (payment of entire fee), or by way of the easy instalments payment options as available. If partner/service provider opts to pay the fee/consideration by paying instalments, under such payment schemes, the partner/service provider shall be liable to pay to BuildBidzIndia the initial amount (including applicable Tax), at the time of registration of listing services and the balance payment can be paid through the various payment modes such as ECS (Electronic Clearing Service); CCSI (Credit Card Standing Instruction) & NACH (National Automated Clearing House). It is hereby clarified that the services shall only be activated once the first ECS/ CCSI/ NACH payment is credited on BuildBidzIndia's account as per the payment plan or the payment as received for the services/products as availed. Under no circumstances shall BuildBidzIndia be liable to make any

refund any amount as paid by partner/service provider on account of deactivation/non-activation of services due to non-receipt of any payment through ECS/ CCSI/ NACH/Cheques etc.. BuildBidzIndia reserves the right, at its sole discretion, to change, modify and amend the Terms pertaining to the activation of your services at any time by publishing the amended Terms on our portals at <https://www.Buildbidz.com/Terms-of-Use/Service-for-Listing-Services> with or without notice to you. Partner/ Service Provider are advised to check the Terms at regular interval to received uninterrupted services.

- c) The partners shall furnish the KYC documents or any other documents, as may be required by BuildBidzIndia, on or before the first ECS/ CCSI/ NACH clearance. For the purpose of clarity, KYC documents include, (1) the passport; (2) the driving licence; (3) Voter's Identity Card issued by the Election Commission of India; (4) Copy of Aadhar Cards; (5) Job card issued by NREGA duly signed by an officer of the State Government; (6) letter issued by the National Population Register containing details of name and address; along with PAN Card. In addition to aforesaid, the partners also needs to furnish the documents relating to the business listing such as, Certificate of incorporation, PAN Cards of the company, Registration certificate, GST certificate, Shop & Establishment certificate, or any other Government certificate issued to running their business.

9) PAYMENT MODES:

- i) BuildBidzIndia allows the Partner to make the payments for the Services, including the payment of the Service/ Listing Fee, i.e., the Total Fee excluding Service Fee/ Subscription Fee by way any of the following modes:

(a) Cheque; (b) Demand Draft; (c) RTGS (Real Time Gross Settlement); (d) ECS (Electronic Clearing Service); and, (e) CCSI (Credit Card Standing Instruction) (f) NACH (National Automated Clearing House)

- (ii) It is hereby clarified that BuildBidzIndia does not encourage/prefer that payments be made in cash. Any cash payments made by the Partner pursuant to Terms of Service with BuildBidzIndia, shall be at the sole risk of the Partner, without any recourse to BuildBidzIndia. Partners shall not share to any employee of BuildBidzIndia Limited any banking related information or any information that is considered to be sensitive personal information within the meaning of Information Technology Act, 2000 as amended or any other law for the time being in force.
- (iii) Payments can be made by the Partner either weekly, fortnightly, monthly, quarterly and half-yearly as directed by BuildBidzIndia. BuildBidzIndia shall make best efforts to activate the Terms Of Service within 14 (Fourteen) working days from the date of receipt of the Service Fee and relevant documents into its bank account, for the respective Listing (subject to delay due to technical malfunctions). However BuildBidzIndia will not be liable in any manner for any delay in activating the Service of Partner.

10) CONSEQUENCES OF NON-PAYMENT OF SERVICE FEE/ ECS AMOUNT:

- a) The Partner hereby agrees that it shall make the payment via such mode which is mentioned on the Clause 10 of these Terms. Any dishonor of payments will attract provisions of Section 138 of the Negotiable Instruments Act 1881 including other appropriate legal proceedings to recover its just dues. The Partner shall also be liable to pay interest @18 % per annum during that period. BuildBidzIndia reserve its right to recover to recover its just dues as per the services or the packages availed by the Partner.

- b) In the event if the Partner fails to make any payment for the services as availed, including the Service Fee or the ECS amount, in time and as per the payment plan chosen by him, BuildBidzIndia may also, in its sole discretion, suspend the Partner's Listing or access to the Service, as the case may be, until the Partner makes necessary payments. Further, the Partner agrees and acknowledges that the Partner shall be deemed to have waived his rights to the Service and the Partner's listing for the period during which the Service and the Listing is suspended for non-payment. The right of BuildBidzIndia to determine the listing, suspend the Service and the Listing shall be without prejudice to BuildBidzIndia's right to terminate the services for any material breach committed by the Partner. Partner hereby acknowledges that the opted position/listing will be released to other Partners in the event of non-payment of Service fee or ECS amount without any notice/intimation from BuildBidzIndia.

11) ISSUANCE OF INVOICE/ ANNEXURES:

- a) On receipt of the consideration, the services shall be activated. Once the services are activated, BuildBidzIndia shares the invoice to the Partners on their registered email ID and/or mobile number via email/sms & other electronic modes along with an invoice & other details as may be required.
- b) Invoice is valid subject to timely realization of the payment.

12) PRIORITY OF INFORMATION ABOUT PARTNERS:

For BuildBidzIndia, providing Information that is relevant to the User is a priority. The User may or may not identify the location and category in respect of which he is seeking Information and BuildBidzIndia will provide such Information (subject to availability of such information) based on such choice of the Users. Amongst the Partners who fall within the parameters identified by the User, Information about Partners registered with BuildBidzIndia, that is, the Partners is first provided on best effort basis, subject to delays due to any technical malfunction. Priority among Partners i.e., determined on the basis of the listing selected by the Partner and on the basis of Total Fee to be paid by the Partner. Nothing contained in the herein, shall be deemed to restrict or prevent BuildBidzIndia from providing Users with Information about other Partners whether in priority to the Partners or otherwise, as BuildBidzIndia may in its sole discretion determine. The Partner acknowledges that BuildBidzIndia will merely convey the Information to the Users on demand and does not guarantee that any of such User requests will result in business prospects for the Partner.

13) NO MARKETING:

BuildBidzIndia is not obliged and does not market the offerings of Partner and shall not be obliged to recommend Partner to the Users. BuildBidzIndia's obligation under the contract is limited to the obligations explicitly set out herein and in no event does BuildBidzIndia undertake to generate or guarantee Enquiries or business to the Partner.

14) INDEMNIFICATION:

Partner shall defend, indemnify, and hold harmless BuildBidzIndia, its officers, employees, agents, Representatives from and against any claims, liability(ies), demands, losses, damage, deficiencies, actions, judgments or cause of action, assessments, interests, penalties and other costs or expenses (without limitation to reasonable attorneys' fees and expenses) arising out of or in relation to or in connection with:

- a) breach of any provision or non-performance of any of its obligations under this Terms of Service;
- b) by reason of any infringement of third party rights (including intellectual property rights);
- c) any representation and warranty given by Partner under this Terms of Service being found to be untrue, false or incorrect; or
- d) anything done or omitted to be done due to gross negligence, wilful default or wilful misconduct of the Partner or any of its officers, directors, employees or agents or
- e) any third party claims or liability arising out of or related to Partners' Ads or Services.

15) CONFIDENTIALITY AND RELATED OBLIGATIONS:

The Partner shall keep any information regarding the Users of the Service ("User Information") confidential both, during the subsistence of this Terms Of Service and after its termination. The Partner shall not, without the prior written consent of BuildBidzIndia, transfer (whether for consideration or otherwise) User Information to any third party for any reason whatsoever. The Partner is specifically prohibited from using the User Information for purposes of seeking any commercial gain out of said User Information. In the event BuildBidzIndia is made aware of any such practice of the Partner in violation of the terms of this Terms Of Service, BuildBidzIndia shall be entitled to terminate the Services as well as initiate such legal proceedings against the Partner, as it may deem fit at its sole discretion and without prejudice to rights available to it under applicable law.

18) PARTNERS' OBLIGATIONS TOWARDS END USERS/ Customers:

- a) The partner shall be responsible for any delivery, after-sales service, payment, invoicing or collection, sales enquiries, support maintenance services and/ or any other obligations or services relating to or in respect of the Products/ services provided by Partners to end users. Such services shall be the sole responsibility of the Partner/ partners.
- b) If any dispute raised by the End Users regarding the products/services, the partner shall be obliged, forthwith, either to take back or withdraw defective goods or to withdraw or discontinue deficient services, or if fails to rectify defective goods or deficient services, then to refund the consideration within the period stipulated in the bill or cash memo or receipt or in the absence of such stipulation, within a period of Two days;
- c) In the event partner is unable to resolve the grievances of any End User as per the satisfaction of End User, then BuildBidzIndia as per its discretion reserves the right to suspend the services/terminate the services or take any other measures as it may deem fit and proper.
- d) The partner acknowledges and accepts that partner is solely responsible (i) for falsely describing its product or service; or (ii) to give a false guarantee to, or is likely to mislead the consumers as to the nature, substance, quantity or quality of such product or service; or (iii) to deliberately conceals important information in relation to any product or service; or (iv) for falsely representing about the standard, quality, quantity, grade, composition, style or model of goods/products; or (v) for falsely represents about the standard, quality or grade of services; or (vi) for falsely representing any re-built, second-hand, renovated, reconditioned or old goods as new goods; or (vii) for falsely representing about the sponsorship, approval, performance, characteristics, accessories, uses or benefits of goods or services; or (viii) for falsely representing about the sponsorship or approval or affiliation; or (ix) makes a false or misleading representation concerning

the need for, or the usefulness of, any goods or services; or (x) gives to the public any false warranty or guarantee of the performance, efficacy or length of life of a product or of any goods: or (xi) gives false or misleading facts disparaging the goods, services or trade; or (xii) for the goods do not comply with the standards prescribed by the competent authority relating to performance, composition, contents, design, constructions, finishing or packaging as are necessary to prevent or reduce the risk of injury to the person using the goods; (vi) for manufacturing of spurious goods or offering such goods for sale or adopting deceptive practices in the provision of services; (vii) for not issuing bill or cash memo or receipt for the goods sold or services rendered in such manner as may be prescribed; (ix) for disclosing to other person any personal information given in confidence by the user/consumer unless such disclosure is made in accordance with the provisions of any law for the time being in force.

- e) The partners shall be solely responsible for the accuracy of all information and/or validity of the Prices and any other charges and/or other information relating to the Products and/or services. The partners shall be solely responsible for the price to be charged by them in accordance with law time being in force.

17) PARTNERS' OBLIGATIONS TOWARDS BUILDIDZINDIA:

- a) The partner acknowledges that it shall be solely responsible for all materials/information and its use of BuildBidzIndia's directory services. The Partner/partner agrees that nothing in its Materials/information or its use of the Directory Services will be false, misleading, defamatory, harassing, or threatening, will constitute unfair competition or unfair commercial practice, will violate any applicable Law, or will infringe or misappropriate the Intellectual Property Rights of any third party. The partner is solely responsible for the activities of any contractor, representative, or any of its agents or other persons acting on its behalf in connection with this contract. The Partner/partner will ensure that it's complying with all applicable Law, including Law related to data protection and privacy.
- b) The partner acknowledges that BuildBidzIndia is basically a local search proving directory service and do not seek any fulfilment of the product / services delivered or not, and it is the partner responsibility to deliver the goods & services whose business is listed on BuildBidzIndia's platform.
- c) The partner acknowledges that BuildBidzIndia is not responsible for the goods or services, or any dispute between the partners & end users. It is the responsibility of the partners to resolve any dispute or claim raised by end users.
- d) The partner acknowledges that BuildBidzIndia warrants that any proof/ intimation of dispatch of such Proof of Fulfilment provided will be authentic, whether electronic or otherwise. Provided that, if BuildBidzIndia so requires, the physical proof of dispatch of the Proof of Fulfilment of the Product shall be made available to BuildBidzIndia. All Proof of Fulfilment of Products shall be maintained by the partner for a period of at least 5 (Five) year from the date of such fulfilment.
- e) The partner acknowledges that BuildBidzIndia shall also not be responsible for any non-delivery/non-fulfilment of any Products/Services sold by sellers/partners to the end users. All risks associated with the delivery/fulfilment of the Products/Services shall be solely that of the Partners. Any and all disputes regarding quality, Serviceability, non-delivery/non-fulfilment and delay in delivery/fulfilment of the Products/services or otherwise will be dealt with by and between the Partners directly and End users and BuildBidzIndia shall not be made party to such disputes. The Partners shall hold BuildBidzIndia saved and harmless from any such actions or claims that may be

initiated against it. The partners shall also indemnify and hold indemnified BuildBidzIndia at all times against all such actions and claims.

- f) The partner acknowledges that BuildBidzIndia shall not be responsible for any fault, imperfection, shortcoming or inadequacy in the quality, quantity, potency, purity or standard or nature and manner of performance of any product or of any goods/services, sold by sellers/Partners listed with BuildBidzIndia's directory service, which is required to be maintained by or under any law.
- g) The partner acknowledges and accepts that it restrains itself from: (i) unreasonable security deposits from end users for the performance of contractual obligations; or (ii) imposing any unreasonable penalty on the end users, for the breach of contract; or (iii) refusing to accept early repayment of debts on payment of applicable penalty; or (iv) entitling a party to the contract to terminate such contract unilaterally, without reasonable cause; or (v) permitting or has the effect of permitting one party to assign the contract to the detriment of the end users, without his consent; or (vi) imposing on the end users any unreasonable charge, obligation or condition; or (vii) manipulation of price or its conditions of delivery or to affect flow of supplies with intent to impose unjustified costs or restrictions.

18) PARTNERS' GENERAL OBLIGATIONS:

- (a) Partner represents and warrants that (i) it is a bona fide business organization carrying on business in relation to the items disclosed to BuildBidzIndia; (ii) it has the rights to use the trademarks; (iii) the business carried on by partner does not violate or infringe upon any law or regulation and all registrations, authorizations and /permission necessary approvals required for carrying on business have been procured by it; and (iv) all information provided about itself (Partner) to BuildBidzIndia, is and shall at all times be accurate, valid and complete; (v) it would be solely responsible and liable for the information provided (including but not limited to the content or details pertaining to any intellectual property provided by the Partner to BuildBidzIndia) to BuildBidzIndia.(vi) Partner shall not have right to terminate the Service upto 9 months from the date of activation of the Service. For the purpose of clarity it is agreed between the parties that BuildBidzIndia will not be liable to refund any ECS amount which has been deducted during the validity of the contract.
- (b) Additional Covenants (i) The partner acknowledges and accepts that any grievance as to the Services will be entertained only as long as the Service remains in force and that BuildBidzIndia will not entertain such grievances post-expiry or termination of the Service; (ii) Partner accepts that it is his/her responsibility to update contact information, information pertaining to its products/services using the online edit option available in their listing and keep BuildBidzIndia updated in this regard. In the event the relevant information is not updated accurately, the Partner would, by default, be bound by the explanation or description of the product/service or any other details of the partner communicated by BuildBidzIndia to the Users or any other third party; (iii) Partner hereby agrees to keep proper receipts, invoices and details for the transactions entered into by it (Partner) and the User; (iv) The Partner undertakes to provide a copy of the licenses/ registrations or any other documents including but not limited to valid Identity proofs such as ration card, adhar card, pan card, passport, voter id card and residential proofs such as electricity bill, telephone bill, bank passbook etc, as required by it (Partner) to run the business. The partner acknowledges that any breach of the covenants set forth herein may cause delay in activation, non-activation or termination of the services by BuildBidzIndia, at its sole discretion. Partner further acknowledges that partner shall not be entitled for any refund, compensation, damages, expenses,

interest arising of out of business loss, claims, actions, inconvenience suffered by partner from delay in activation of services, non-activation of services or termination of the services due to their (Partner's) fault of not providing documents, delay in providing the relevant documents or providing incomplete documents to BuildBidzIndia. It is further acknowledged by a partner that BuildBidzIndia will be at no obligation to follow-up with partner for the documents as mentioned herein and it will be partner's sole responsibility including but not limited to share/upload all the relevant documents confirming their identity, address and business registration details with BuildBidzIndia. (v) Partner hereby agrees and undertakes that during the term of this Contract and after its termination of this Contract (for any reason), it will not directly or indirectly forward leads/enquiries to any third party, mis-utilize, cheat, solicit, or usurp or attempt to solicit, divert or take away any of BuildBidzIndia's enquiries/leads. Any such conduct by partner will lead to an immediate termination of the services and BuildBidzIndia at its discretion will initiate proceedings against partner before appropriate forum. (vi) Partner hereby agrees and confirms that during the term of this Contract and after its termination (for any reason), partner will not directly or indirectly either for itself or for any other commercial enterprise, solicit, divert, hire or attempt to solicit, divert or usurp, any of BuildBidzIndia's employees, business or prospective users/callers. Partner shall not advertise or perform any solicitation, including but not limited to solicitation of users to use the services of Partner directly or promoting its services by any means whereby user are motivated to not to use the BuildBidzIndia website/services or to use the Partner website/services directly. Any conduct by partner that in BuildBidzIndia's discretion restricts or inhibits any other user/customer from using or enjoying the BuildBidzIndia services will not be permitted. During the term of this Contract and for 5 (five) years after any termination of this Contract, Partner will not directly or indirectly, in any capacity:- (a) solicit any users of BuildBidzIndia by means of providing discounts, gift coupons etc in the event users uses the website of partner directly. (b) divert, entice, or otherwise take away from BuildBidzIndia the business of any user/customer, or attempt to do so, or (c) solicit or induce any user/customer to divert or reduce its relationship with the BuildBidzIndia. Partner will not, and will not authorize any third party to generate automated, fraudulent or otherwise invalid enquiries, clicks or conversions, ratings, reviews etc.; conceal enquiries, conversions for Service where they are required to be disclosed or use any automated means or form of scraping or data extraction to access, query or otherwise collect listing service related information from any Property except as expressly permitted by BuildBidzIndia. Partner will direct communications regarding Service under the Term of Service only to BuildBidzIndia.

- (c) It is partner's sole responsibility to keep his id/password/login id safely so that no one can misuse it and do the changes in the listing visible on BuildBidzIndia portals to cause any wrongful harm to BuildBidzIndia or its users. Partner represents that in event the loss is caused due to negligence of partner, such as where he has shared the payment credentials, OTP details etc., then partner will bear the entire loss and BuildBidzIndia shall not be responsible for the same.

19) DISCLAIMER AND LIMITATION OF LIABILITY:

To the fullest extent permitted by law, BuildBidzIndia disclaims all warranties, express or implied, including without limitation for non-infringement, Serviceability, satisfactory quality and fitness for purpose. To the fullest extent permitted by law, BuildBidzIndia disclaims all guarantees regarding accurate Listing of the Partner. Partner understands that there may be errors in such positioning. Neither BuildBidzIndia nor the Partner will be liable for any consequential, special, indirect, exemplary, or punitive damages (including without limitation loss of profits, revenue, interest, goodwill) whether in contract, tort (including negligence) or any other legal theory, even if advised of the possibility of such damages and notwithstanding any failure of essential purpose or of any

remedy except for partner's indemnification obligation. BuildBidzIndia's aggregate liability to the partner is limited to amounts paid to BuildBidzIndia by partner during the 12 (twelve) months immediately preceding the date of the claim. BuildBidzIndia is also not liable for any claim owing to any misrepresentation of the information pertaining to the Partner so long as the information exhibited/ communicated by BuildBidzIndia conforms to the Information made available by the partner or its authorized representative.

20) ADDITIONAL DISCLAIMER:

- a) Partner confirms that it will be solely responsible and liable for all matters between User and the Partner, including but not limited to transactions entered into between such User and the Partner. Further, it is hereby declared that BuildBidzIndia does not verify the identity of the User of the Service and that the information provided to Partners is the information received from the User and will not be independently verified by BuildBidzIndia.
- b) In the event of receipt of any complaints from the Users regarding the Partner or Partner's product/service, BuildBidzIndia reserves the right to discontinue the provision of Service to the Partner or take any other action as deemed appropriate. Notwithstanding anything to the contrary contained in this Term, BuildBidzIndia may also forfeit the amount lying to the credit of such Partner and terminate the services at its sole discretion.
- c) Partner also agrees that at no time shall BuildBidzIndia vouch for or guarantee the performance of services or delivery of products by the partner and BuildBidzIndia will not be liable for any non-payment of amounts due to the partner by any User.

21) DISPUTE RESOLUTION:

a) If the dispute raised by the Partner regarding the defective or deficient services, BuildBidzIndia shall be obliged, forthwith, to repair or to remove the defects in products or deficiencies in the services in question or to replace or maintain the products with new products of similar description which shall be free from any defect. Provided that BuildBidzIndia shall not be liable to refund, if the Partner: (i) act of omission or commission or negligence or conscious withholding any information, incomplete, and inaccurate information; (ii) does not follow the instructions or warnings issues by BuildBidzIndia; (iii) has misused, altered, or modified the product ; (iv) fails to inform BuildBidzIndia about the defective products or deficient services, within the period of 48 hrs., from the receipt of such products/services;(v) BuildBidzIndia provides the products/services as per Term of Service.

b) Additionally, if BuildBidzIndia is providing defective or deficient services evidently, due to any system error, technical issue, human error or any other acts or omissions which is beyond its control, during the tenure of the contract, then it will not be considered as material breach of the terms of this contract. In such events, Partner will bring it to the notice of BuildBidzIndia and thereafter BuildBidzIndia will conduct necessary investigation and based on the outcome of investigation may extend the services for equivalent days without any additional cost to partner or provide other alternate solutions. The calculation of such extended period will be from the date of receipt of such intimation by BuildBidzIndia from partner. However, BuildBidzIndia will have all the rights to give the details/information/system generated report evidencing that there were no default on the part of the BuildBidzIndia, hence BuildBidzIndia is not responsible for the extension of the services or any other alternate solutions. As mentioned under this clause, it will be the Partner sole and exclusive remedy in the event of BuildBidzIndia's failure to perform the services as specified under this contract.

c) Any complaints or concerns with regard to content and or comment or breach of these terms, you can email to us at 3jayin@gmail.com. Our customer service staff will acknowledge and redress your complaint on best effort basis and as per applicable Terms of Service.

22) TERMINATION:

a) The term of this Contract begins upon Partner's registration or use of the Services and will end when terminated by any party (the "Term"). The Partner may only terminate the Service, by giving 3 (three) months written notice (either by email or through registered post), prior to the automatic renewal of the same, stating his intentions of discontinuing the Services.

b) BuildBidzIndia reserves the right to terminate the Service at any time, either with or without cause. If the Partner commits a breach of a material duty owed to BuildBidzIndia, BuildBidzIndia may, at its discretion, call upon the partner to rectify the breach within 7 (Seven) days of the receipt of notice, failing which BuildBidzIndia may terminate the relationship between Partner and BuildBidzIndia.

c) Upon termination of the Service, BuildBidzIndia will not be bound to delist the Partner as a Partner and cease disseminating Information of the Partner to the Users. However upon termination, BuildBidzIndia shall have the right to delist the Partner without prior intimation thereof to the partner.

d) In case of any technical difficulties in continuing the services, BuildBidzIndia reserves the right to terminate the services by giving written/oral intimation to the partner.

e) If the Partner terminates the Service, either by efflux of time or by determination under this Terms of Service, the balance of the deposit placed by the partner with BuildBidzIndia, if any, (after deducting payments for the period/tenure for which Services have already been provided by BuildBidzIndia) shall be retained by BuildBidzIndia. Under no circumstances, shall the Partner be entitled to claim a refund of amounts already paid to BuildBidzIndia. If BuildBidzIndia terminates the service for reasons attributable solely to BuildBidzIndia, in any manner whatsoever, it shall either refund the amounts on proportionate basis or provide any alternate services.

f) BuildBidzIndia may terminate the Service if partner engages in fraud or other illegal or unethical activities, or in any activities which BuildBidzIndia in its reasonable judgment believes is in contravention, of any laws as may be applicable from time to time or of accepted industry practice and which under the circumstances could adversely affect the reputation or business of BuildBidzIndia.

g) This contract will be terminated forthwith by BuildBidzIndia on the happening of any of the following events:

- If the partner becomes or is declared bankrupt or goes in liquidation voluntary or compulsory, except for the purpose of amalgamation or reconstruction;
- If the partner ceases to carry on its business or suspends all or substantially all of its operations;
- If a liquidator, receiver or administrator or any encumbrances takes possession of or is appointed over the whole or any part of the assets of the Partner;
- If any attachment or distress is levied against any of the assets of the Partner.
- If there is any material adverse change or any change in applicable law, rules, regulations, directives or guidelines, which prevents the continuing of the arrangement under this Contract.

23) NOTICES:

Notices shall be sent by email addressed notified by BuildBidzIndia/partner from time to time in writing and may be followed by notice by registered post and dispatched through a reputed courier. Any notice refused by the Partner would be deemed to have been legally delivered and Partner will be deemed to have notice of the contents of such notice.

25) MODIFICATIONS TO TERMS OF SERVICE:

BuildBidzIndia reserves the right to change the Terms of Service at any time without any prior notice to the Partner. Changes to the terms of Service or the Terms of Service shall come into effect upon from the time it is put up on the Website or by any other mode of communication as may be determined by BuildBidzIndia. For Terms of Service with Partner visit <http://www.BuildBidz.com/Terms-of-Use>.

26) TAXES:

BuildBidzIndia is entitled to charge the partner for all the taxes and charges (now in force or enacted in future) that are or may be imposed on the said Services and Listing fees (including bids arising out of Partner's relationship with BuildBidzIndia) and partner hereby agrees to pay the said taxes and charges promptly without raising any objections. Partner also agrees that in the event the said taxes and charges are not charged by BuildBidzIndia the same shall be paid by the Partner directly to the authorities concerned without raising any objection. The partner further agrees that the taxes and charges payable under this Clause is in addition to the fee paid by the partner for the Listing and Services rendered by BuildBidzIndia. It is the responsibility of the Partner to provide the correct Goods and Service tax number before the payments are made. If Partner fails to provide the GST number or provide incorrect number before making the payment then the Partner will not get due GST credit for which partner shall be solely responsible.

27) MISCELLANEOUS:

- a) BuildBidzIndia's interpretation of the Terms of Service shall be final and binding on Partner.
- b) Partner agrees that no joint venture, partnership, employment, or agency exists between partner and BuildBidzIndia and that the Partner is not entitled to bind BuildBidzIndia by its actions.
- c) BuildBidzIndia is subject to existing laws and legal process and nothing contained in the Terms of Service is in derogation of BuildBidzIndia's right and obligation to comply with the law.
- d) If any clause or part thereof of the Terms of Service is held to be invalid or unenforceable then the invalid or unenforceable clause/ provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and is nevertheless valid and enforceable and the remainder of the Terms of Service shall continue in effect. Such revision to the Terms of Service will be deemed to have been in effect from the Effective Date.
- e) Partner may not assign any rights or obligations against BuildBidzIndia without BuildBidzIndia's prior written consent. BuildBidzIndia reserves the right to transfer any right or obligation against Partner by issuance of notice of such assignment to the Partner. Upon such assignment, the assignee shall be bound by the Terms of Service in the same manner as BuildBidzIndia and BuildBidzIndia shall cease to have any liability to Partner. However, the Parties agree that BuildBidzIndia has an unfettered right to assign the Terms of Service and the Partner is only entitled to a notice of such assignment. The Parties further agree that assignment of the Terms of Service by BuildBidzIndia will not be subject to Partner's consent.

f) BuildBidzIndia shall not be responsible for any delay or deficiency in services due to any force majeure events such technical glitch, server issue, natural disasters, acts of terrorism, civil labor strike, labor and transportation strikes or any other acts beyond its control. During a force majeure event, the obligations of BuildBidzIndia under the Terms of Service will stand suspended.

g) Nothing in the Terms of Service obliges or will be deemed to oblige BuildBidzIndia to provide any credit to the Partner.

h) Partners agrees that BuildBidzIndia reserves its right to present the payment mandates i.e. ECS / CCSI / NACH any number of times to receive its just dues / payments for the services rendered under this terms of service.

i) BuildBidzIndia has its own Reviews, Ratings and Comments on its portals which will be posted by the users of BuildBidzIndia. However, BuildBidzIndia takes no responsibility and assumes no liability for any content posted by any caller/third party on BuildBidzIndia site or on any mediums of BuildBidzIndia.

28) ARBITRATION:

All disputes, differences and/or claims arising out of the Terms of Service shall be settled by Arbitration in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory amendment thereof. The dispute shall be referred to a single arbitrator who shall be appointed by the authorized representative/ Director of BuildBidzIndia. The Partner shall not challenge the nomination of Arbitrator or his award on the ground that the nomination is made by authorized representative/ Director of BuildBidzIndia. The arbitration proceedings shall be held at Bengaluru, Karnataka and the arbitration shall be conducted in local/English Language. The award of the Arbitration shall be final and binding on the Partner and BuildBidzIndia. The arbitrator will pass a written and reasoned award and will be entitled to award cost of the proceedings.

29) ENTIRE CONTRACT:

This Contract, including any Invoice, Annexures, along with the Terms of Service hereto forms a single Contract between the Parties hereto and constitute the entire understanding between the Parties with regard to the subject matter hereof and supersede any other TERMS between the Parties relating to the subject matter hereof.

30) AMENDMENTS AND WAIVERS:

Unless otherwise expressly stated in this Terms of Service, the failure on the part of BuildBidzIndia to exercise or delay in exercising a right or remedy under this Terms shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies, and no single or partial exercise of any right or remedy under this Terms of Service shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy available to BuildBidzIndia.

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