

Terms & Conditions

Last Updated on 06/02/2024

By accessing or using our Website located at <https://bjoymart.com/> ("Website") in any way or downloading, installing or using our mobile and desktop applications including but not limited to Biparjoy mart (the "Apps") or by sending messages/communicating via the chatbot or use of any other website or applications (collectively, the "Services") that links to Biparjoy Ecom Private Limited (hereinafter collectively referred to as "BEPL", "We", "Us" or "Our") or clicking on a button or taking similar action to signify your affirmative acceptance of this Agreement, or completing the BEPL account registration process, you hereby represent that:

(i) You have read, understood, and agreed to be bound by this Agreement and any future amendments and additions to this Agreement as published from time to time at <https://bjoymart.com/>

(ii) You are of legal age in the jurisdiction in which you reside to form a binding contract with BEPL and have a legal age of at least 18 years and no less.

(iii) You have the authority to, enter into the Agreement personally, if applicable, on behalf of any company, organization, or other legal entity you declare at the time of account registration process and to bind that company, organization, or entity to the Agreement. The terms "you," "user" and "users" refer to all individual members and other persons who access or use our services, including without limitation, any companies, organizations, or other legal entities that register accounts or otherwise access or use the services through their respective employees, agents or representatives. IF YOU DO NOT AGREE TO BE BOUND BY THE AGREEMENT, YOU MAY NOT ACCESS OR USE THE WEBSITE, THE SERVICES, OR THE APPLICATIONS.

General Information:

PLEASE READ THESE TERMS AND CONDITIONS OF USE ("Agreement") CAREFULLY. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF USE MENTIONED BELOW.

- These Terms & Conditions of Use constitute a legally binding Agreement between you and **Biparjoy Ecom Private Limited**, having its office at **S-7, KEON SQUARE, GADH ROAD, Chadotar, Palanpur Banaskantha, Gujarat.**, India; regarding your use of the Services
- This Agreement shall be governed by, and construed in accordance with, the laws of [India].
- These Terms and Conditions of Use ("Terms," including our ,privacy policy, [Cookie Policy](#) and all other policies on our Website) define the terms and conditions under which you are allowed to use our services, and how we will treat your account with us.
- These terms and conditions are applicable to all the data subjects who visit website, whether they are registered or not, including but not limited to buyers, sellers, customers, distributors or any market player.

Definitions:

- Device includes but is not limited to mobile devices, computers, computer system, Laptop available via web browser to Mac, Linux, Android, iOS, Windows.
- Intellectual Property Rights mean and include without limitation all copyrights, patents, trademarks, trade secrets and other related rights pertaining to the App and related documents and shall remain, the sole and exclusive property of BEPL.

- Third parties include but are not limited to buyers, sellers, customers, distributors, any market player, analytics & search engine providers or payment providers.
- Content means all information including but not limited to News, Articles, Trade fairs & Events, Fashion, Sustainability and Interview sections otherwise transmitted publicly or privately via our services.
- “Membership” includes Corporate Membership, Premium Membership and Free Membership.

Eligibility:

To use our services, you must:

- be 18 years of age, if you are less than 18 years you are required to contract with us through your parents or legal guardian.
- agree to the Terms and complete the registration process;
- provide true, complete, and up to date information.
- have due authorization if you are registering as a business entity or you represent that by the business entity to accept this Agreement and you have the authority to bind that business entity to this Agreement.
- If you are transacting as a free account member, you shall be allowed to list your products however you will not have access to Buyer contact information until seven days of the buying lead has been posted.
- Basic Registration on the website is free. BEPL does not charge any fee for browsing unless explicitly mentioned on the site or under the membership plans. BEPL may at its sole discretion introduce new services and modify some or all of the existing services offered on the Website.
- By using our services, you represent and warrant that you meet all the requirements listed above, and that you won't use our services in a way that violates any laws or regulations. (Representing and warranting equates to making a legally enforceable promise.) BEPL may refuse service, close accounts of any user, and change eligibility requirements at any time.

Contractual Relationship:

- BEPL may terminate any of these terms or any services with respect to you, or generally cease offering or deny access to the services or any portion thereof, at any time for any reason.
- Supplemental Terms may apply to certain services, such as policies for any particular event, activity or promotion, and such supplemental terms will be published on our services from time to time. Supplemental Terms are in addition to, and shall be considered a part of, the Terms and Conditions of Use. Supplemental Terms shall prevail over these Terms and Conditions of Use in the event of a conflict with respect to the applicable services.
- The collection and use of personal information by us in connection with the services is as provided in our [Privacy Policy](#).
- In case of incorporation of any new legislation or any amendments to the existing legislation governing data of any individual, some of the clauses of this Agreement may either be updated or deleted without any notice, to comply with the said provisions of the applicable legislation. Hence it is advisable to check this Agreement from time to time.

License Grant:

- BEPL grants you a revocable, non-exclusive, non-transferable, limited license to download, install and use its services including but not limited to its mobile/desktop applications, websites, products, or any other software developed strictly in accordance with these Terms.
- You may not rent, lease, sell, redistribute, or sublicense the licensed Apps, nor copy, decompile, reverse engineer, disassemble the Apps or Website or our services.

Advertisement:

- “Advertiser” here means any person advertising goods or services on our platform; “Advertisement” here means display, recruitment, online, email, mail order and classified advertising and shall include inserts, supplements and re-directed advertisements;
- “Buyer” here means any person placing the order for the insertion of the Advertisement; “Medium” means the print or online publication taking the booking;
- All Advertisements are accepted subject to space being available in the Medium.
- BEPL reserves the right to cancel any order without liability in the event of becoming aware of any meetings of creditors, bankruptcy, liquidation proceedings, the appointment of a receiver or administrative receiver over the whole or substantial part of the Buyer’s assets, or any indication whatsoever of financial difficulties.
- The Buyer warrants that the buyer contracts with BEPL as principal notwithstanding that the buyer may be acting directly or indirectly for the Advertiser as an advertising agent or media buyer or in some other representative capacity. Where the Buyer is the Advertiser’s advertising agency, the Buyer warrants that it is authorised by the Advertiser to place the Advertisement with BEPL.
- Contents delivered must be as per the BEPL’s specifications & guidelines. We does not claim ownership of any audio, visual content that is uploaded or transmitted to, or stored, distributed, or processed by, the Service (hereinbefore/after called as “Content or Material”). We also do not control, verify, or endorse the Content that you and others make available to, on, though, or from the Service.
- The Buyer hereby grant BEPL and its contractors the right, to view, use, modify, adapt, reproduce, transmit, distribute, display, and disclose Content to the extent necessary (as determined by BEPL in its sole discretion) to provide the Service; to comply with any law or judicial order, for promotional or similar purposes, or as otherwise permitted by these Terms and Conditions of Use notwithstanding anything to the contrary herein, your Content is not considered confidential information, and BEPL has no obligation to keep your Content confidential or secret.
- If an Advertisement includes a promotion, competition or a special offer of merchandise the Advertiser must provide full details to BEPL on request.
- Advertising tariffs are subject to revision at any time and orders are accepted on the condition that the price binds BEPL only in respect of the period specified in the applicable rate. Any such payment made to BEPL for the advertisement campaign is non-refundable.
- BEPL shall not be liable for any loss or damage suffered by the Buyer because of any total or partial failure (howsoever caused) of publication, distribution or availability of any Medium in which any Advertisement is scheduled to be included or for any error, misprint or omission.
- In the event of an error or omission by BEPL, which detracts materially from the Advertisement, BEPL will either reinsert the Advertisement or relevant part of the Advertisement in a subsequent issue. No reinsertion, refund or adjustment will be made for any other error or omission or where the error or omission is the result of delivery of materials which do not comply with this agreement.

- BEPL accepts no responsibility for the quality of reproduction of any photograph supplied by the buyer, its agents or servants.
- The buyer will indemnify and hold harmless BEPL from and against any claim that the advertisement infringes the copyright, trademark or other intellectual property rights of any person or that it is defamatory or infringes any other right of any person. BEPL reserves the right to withdraw and/or refuse to publish an advertisement without liability to the buyer if it has a conflict of business interest or reasonably believes that the advertisement may make BEPL or the advertiser liable to any complaint, claim or proceedings.

Third Party Interactions:

- The services may contain links to third-party Websites ("*Third-Party Websites*") and Apps ("*Third-Party Apps*") and advertisements ("*Third-Party Advertisements*") (collectively, "*Third-Party Websites & Advertisements*").
- When you click on a link to a Third-Party Website, Third-Party App or Third-Party Advertisement, we will not warn you that you have left our Website, server or services and we will not warn you that you are subject to the Terms and Conditions (including privacy policies) of another website or destination. Such Third-Party Websites & Advertisements are not under the control of BEPL. We are not responsible for any Third-Party Websites, Third-Party Applications, or any Third-Party Advertisements.
- We provide these Third-Party Websites & Advertisements only as a convenience and do not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third-Party Websites & Advertisements, or their products or services.
- You use all links in Third-Party Websites & Advertisements at your own risk. You should review applicable terms and policies, including privacy and data gathering practices of any Third-Party Websites or Third-Party Apps, and make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.
- You acknowledge and agree that our services are not responsible or liable for: (i) the availability or accuracy of such links, Websites/ Apps or any other resources; or (ii) the content, products, or services on or available from such links Websites/ Apps or resources.
- Additionally, Apple Inc., Google Inc., Samsung Electronics Co. Ltd. and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access our services using Applications developed for Apple iOS, Android, Tizen, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of our services in any manner.
- App Stores - You acknowledge and agree that the availability of the Apps is dependent on the third party from which you received the App license, e.g., the Apple iPhone or Android app stores ("*App Store*"). You acknowledge that this Agreement is between you and BEPL and not with the App Store. BEPL, not the App Store, is solely responsible for the software and the services, including the App and the services, the content thereof, maintenance, support services and warranty therefore, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). To use the App, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the App or the services. You agree to comply with, and your license to use the App is conditioned upon your compliance with, all applicable third-party terms (e.g., the App Store's Terms and Policies) when using the App. You acknowledge that the App Store (and its subsidiaries) are intended third-party beneficiaries of the Agreement and have the right to enforce them.

Prohibited Uses

You represent and warrant that you will not use our services to:

- Upload or transmit content that violates the privacy, intellectual property, or other proprietary rights owned by us or any other party;
- Transmit viruses, Trojan horses, worms, malicious code, or other harmful or destructive content;
- Violate this Agreement, or any applicable law or regulation, including without limitation to laws designed to regulate unsolicited email or other electronic advertising;
- Attempt to probe, scan, test, re-engineer or violate the security features of our services or of any associated system or network, or to obtain unauthorized access to materials or other information stored thereon;
- Exploit or present minors in a sexual way, or promote adult sexual services, representing a private person offering to trade or sell drugs, alcohol, tobacco, firearms or other hazardous materials, including participating in hate speech.
- Remove any copyright, trademark, or other proprietary notices from any portion of the services;
- Use meta tags, hidden text or metadata with our trademark, logo, URL or product name without our written consent.
- Use our user information forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use our services to send altered source-identifying information.
- Share your password, let anyone access your account or do anything that might put your account at risk, sell your username or otherwise transfer it for compensation.
- Encourage or help anyone do any of the things on this list.
- Attempt to interfere with the use of the services by any other manner not expressly mentioned above.
- Cause or launch any programs or scripts for scraping, indexing, surveying, or otherwise data mining any portion of the services or unduly burdening or hindering the operation and/or functionality of any aspect of the services.
- Attempt to gain unauthorized access to or impair any aspect of the services or its related systems or networks.
- Commit or attempt to commit an act of money laundering or any other unlawful act in respect of services rendered.

We reserve the right to cooperate fully in any investigation by law enforcement officials of any violation of this Agreement. We also reserve the right to terminate your use of the services for violating any of the prohibited uses.

You agree that the items you offer for trade on BEPL

- shall not be fraudulent or involve the sale of counterfeit or stolen items;
- shall not infringe any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy.
- shall not violate any law, statute, ordinance or regulation;
- shall not contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource. or contains any Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, diminish value of, surreptitiously intercept or expropriate any system, data or personal information.

- shall not link directly or indirectly to or include descriptions of goods or services that are prohibited under the Drugs and Cosmetics Act, 1940, the Drugs and Magic Remedies (Objectionable Advertisements) Act, 1954, the Indian Penal Code, 1860, Information Technology Act 2000 as amended time to time and rules there under.
- shall not host, display, upload, modify, publish, transmit, update or share any information or list(s) any information or item that belongs to another person and to which you do not have any right or is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner.

Account Access:

- To use most aspects of our services, you must register for and maintain an active membership services account ("Account"). You must be at least 18 years of age, kindly refer our [Privacy Policy](#) for more details. If you violate this clause then we do not take any liability for the same under any legislation, regulation, prevailing rules etc.
- Account registration requires you to submit to BEPL certain personal information, including but not limited to your name, address, contact number, industry you belong to, company, title/designation, financial and credit card information.
- You agree to maintain accurate, complete, and up-to-date information in your account. Your failure to maintain accurate, complete, and up-to-date account information, may result in your inability to access and use the services or BEPL's termination of these Terms with you.
- You are responsible for all activity that occurs under your account be it a free account member or registered account, and you agree to maintain the security and secrecy of your account username and password at all times.

For Premium members & Corporate Members:

Trust Sign Certification:

- BEPL has tied up with a third-party verification agency, Global CIS Ltd. (providers of global authentication & B2B screening) that certifies a company with the 'Trust Sign Mark'.
- This certification only certifies the legal existence of the business organization.
- BEPL is not liable for trust sign verification with respect to any information or details or verification done by appointed agency.
- The said agency shall verify your personal or business information and may even ask for some related business documents like business registration, business location address proof, nationality ID of the owner or partnership deed or any other KYC documents that may be required to verify the business existence by way of call or email or any other source for trust sign verification.
- You shall be responsible for all the business documents, proofs or certificates that you provide to the auditor of third party verification agency. We do not keep a track or store the documents provided by you.
- In case of any misuse of your said documents, only you & not BEPL shall be responsible.
- By applying for a Trust Sign certification, you agree to follow the verification process within their set timelines & process failing to which the certification result could be positive or negative. BEPL shall not be responsible for such a negative certification.

- After due verification process, the said agency will provide you with a unique certification number which is valid for 1 year from the date of registration.
- This Trust sign mark shall also appear against your company's leads posted on <https://bjoymart.com/>.
- Trust Sign Mark does not certify the credit worthiness of a company or business or any individual. It only implies to the legal existence of that particular business.
- Trust sign mark is a part of Premium & Corporate Membership plan. BEPL pays to the third-party agency for every certification and this cost is included in the Premium & Corporate Membership tariff. Hence, the user need not pay any additional amount for this certification.
- BEPL is not liable or involved in the entire process of verification between the said agency and you. BEPL is merely a facilitator for providing trust sign verification. So, you can also decide not to apply for certification process if your documents or terms do not suffice the verification process. However, there would be no change in the membership tariff in case you opt out to apply for the certification.

User Requirements & Conduct:

- You will not modify, create derivative works of, decompile or otherwise attempt to extract source code and object code from us. You agree that you will not upload, share, or otherwise distribute any Content that is against any clauses.
- We have the right at our sole discretion to remove any content of any kind that, in our judgment, does not comply with these Terms and Conditions of Use and any other rules of user conduct, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such content.
- You agree that we may at any time, and at our sole discretion, terminate your account without prior notice to you and without reimbursement if we suspect a violation any of these Terms and Conditions of Use. In addition, you acknowledge that you will cooperate fully with investigations by law enforcement authorities.

Payment and Commercial Terms:

- All payments for services at <https://bjoymart.com/> have to be made in favour of "BIPARJOY ECOM PRIVATE LIMITED." only. All payments need to be made on 100% advance basis to continue to use uninterrupted Paid Services.
- If you are a paid member, you agree to pay all per-use Registration Fees or fees associated with your usage, as appropriate ("Registration Fees"). All the fees paid through third parties are subject to the third party's Terms and Conditions of Use, and we will not be responsible for anything contained therein. You are responsible for payment of any sales or use taxes associated with the Registration Fees or your use of our services.
- If, for any reason, your payment is not received by BEPL, your paid membership account will revert to free membership account until payment is received by us. You agree that until your paid membership account is terminated or expires, you will continue to remain responsible for the membership payments, even if you do not use our service membership payments are non-refundable.
- Advertising tariffs are subject to revision at any time and orders are accepted on the condition that the price binds BEPL only in respect of the period specified in the applicable rate. Any such payment made to BEPL for the advertisement campaign is non-refundable.
- All payments made by credit card or wire transfer/Demand Draft/cheque for availing any service at <https://bjoymart.com/> are non-refundable and non-transferrable.

- You or your Company chooses to register on "as is" and "as available" basis for various memberships & decide to pay the applicable subscription amount by wire transfer, bank transfer, PayPal, Razorpay or online credit card payment system, the service provider for which are Axis Bank and HDFC Bank, India.
- You are solely responsible for determining, collecting, withholding, reporting, and remitting applicable taxes, duties, fees, surcharges and additional charges that arise from use of the Services.
- Biparjoy Ecom Private Limited does not provide refunds.
- Without prejudice to any rights or remedies available to the Company, the User shall upon termination of the Agreement be liable for payment of any balance fees or charges payable until the Date of Termination.
- The amounts due and payable to the Company by the User upon termination shall be payable within 30 (thirty) days of the Date of Termination.
- You acknowledge and confirm that BEPL shall not be responsible or in any manner be liable to pay any interest on the transaction amount so held by it due to internal investigation/audit or pursuant to any ongoing investigation by any competent authority or a valid court order.
- BEPL may refuse to execute a payment/refund if it does not meet the conditions in this Agreement or is prohibited by law. If BEPL does refuse to execute a Refund, within the time for processing the payment/refund, it will notify the Supplier (unless prohibited by law) of the refusal and, if possible, the reasons for it and the procedure for correcting any factual mistakes that led to the refusal. Any payment/refund that is refused will not be deemed to have been received for purposes of execution times and liability for non-execution or defective execution. In order to reclaim an unauthorized or incorrectly executed payment/refund on the Client Account, the Client must notify BEPL without undue delay after becoming aware of the unauthorized or incorrect payment/refund.
- We have not authorized any individual or organization to collect payments in any other name (i.e. any other individual or organization name) or via personal Western Union or personal Paypal Accounts for any services rendered by <https://bjoymart.com/>.
- You are informed that under no circumstances will <https://bjoymart.com/> be liable for any damage caused due to your transactions / payments made to / in favour of such fraudulent individuals or organizations. To protect your interests, please contact us immediately if any such fraudulent individual or organization tries to mislead you.
- The User, who is liable to pay Subscription Fees, shall pay it on demand even if the User disputes the same for any reason. In the event that the Company deciding the dispute to be in the User's favor, the Company shall refund to the User any excess amount paid by the Member free of interest. In the event of late payment by the User of any sums due under this Agreement, the Membership and the services would stand terminated.
- Once subscribed, the payment made by the User for Paid service is not refundable and no claim for refund would be entertained. BEPL neither offers any guarantees for the accuracy, timeliness, authenticity nor advocates any of the content posted by the other Users. All the services are on a best effort basis.
- Once an order is placed it cannot be cancelled as it is sent for processing immediately. Your personal preferences changed in the course of time, cannot serve a reason for refund or charge back.

Changes in Membership plans:

- We may change our fees at any time by posting a new pricing structure to our services and/or sending you a notification by email.

Intellectual Property Rights:

- The content displayed on the services is our copyrighted property. Similarly, the service's name and their original content, features and functionality are owned by BEPL and are protected by copyright, trademark, patent and other intellectual property rights. Copying, distributing, modifying, or creating derivative works of our services without our written permission is strictly prohibited.
- Neither your use of the services nor this Agreement grants you any right, title or interest in our copyrights, trademarks and patents or the intellectual properties so owned by us.
- BEPL trademarks and/or service marks may not be used in connection with any product or service that is not provided by BEPL, in any manner that is likely to cause confusion among customers or users of the Website, tarnishes or dilutes the marks, or disparages or discredits BEPL.
- Your use of any research report or information on BEPL is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meets your specific requirements.
- The price, demand, supply or any other information provided in any of the market intelligence reports is intended to be used as 'reference' only. Any decision made based on this information shall completely be user's responsibility.
- BEPL takes no guarantee of data accuracy or other information provided in the form of any reports, country profiles, or Articles. A user is expected to use this information at his sole discretion.
- Reproduction of any content full or part of any research reports is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

Network Access & Devices:

- You are responsible for obtaining the data network access necessary to use the services. Your mobile network data and messaging rates and fees may apply if you access or use the services from a wireless-enabled device and you shall be responsible for such rates and fees.
- You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the services and any updates thereto. In addition, the services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Disclaimers & Limitation of Liability:

DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." BEPL DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND NON-INFRINGEMENT. IN ADDITION, BEPL MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF THE SERVICES OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. BEPL DOES NOT

GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF THIRD PARTIES. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY SERVICE REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY:

- BEPL provides an on-line platform for exchanging information between buyers and suppliers of products and services.
- BEPL does not represent the seller or the buyer in specific transactions and does not charge any commission for enabling any transaction.
- BEPL does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the web site or the ability of the suppliers to complete a sale or the ability of buyers to complete a purchase. User(s) are cautioned that there may be risks of dealing with people acting under false pretences.
- BEPL uses several techniques to verify the accuracy and authenticity of the information our user(s) provide us. However, since it is not possible in all cases and is not always accurate.
- BEPL encourages user(s) to evaluate the user(s) themselves, with whom they would like to deal with.
- User(s) acknowledge that user(s) fully assume the risks of purchase and sale transactions when using the website to conduct transactions, and that user(s) fully assume the risks of liability or harm of any kind in connection with subsequent activity of any kind relating to products or services that are the subject of transactions using our services.

YOUR EXCLUSIVE REMEDY AND BEPL'S ENTIRE LIABILITY, IF ANY, FOR ANY CLAIMS ARISING OUT OF THE SERVICES SHALL BE LIMITED TO THE AMOUNT YOU PAID TO BEPL, IF ANY, DURING THE ONE-MONTH PERIOD BEFORE THE ACT GIVING RISE TO THE LIABILITY.

IN NO EVENT SHALL BEPL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES.

YOU ARE SOLELY RESPONSIBLE FOR MAKING BACKUP COPIES OF ANY AND ALL OF YOUR CONTENT. BEPL SHALL NOT BE LIABLE FOR ANY LOSS OF OR DAMAGE TO YOUR CONTENT.

Indemnity:

You acknowledge to defend, indemnify and hold BEPL, its affiliates, subsidiaries, directors, officers, employees, agents, partners and any other licensors (each, an "*Indemnified Party*") harmless from and against any claim, disputes or demand, including reasonable attorneys' fees, made by a third party, relating to, or arising from:

- Your violation of any third-party right, including without limitation to any right to privacy, publicity rights or intellectual property rights, including content the user distributes through the services;
- Your wrongful or improper use of the services;

- Your violation of any applicable laws, rules or regulations or any other applicable law through or related to the use of our services;
- The indemnifications set forth above will survive the termination or expiration of this Agreement and/or your use of the services.

In the event of a dispute with any party to a transaction, you agree to release and indemnify BEPL.

Severability:

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of the Agreement will continue in full force and effect.

Account Suspension and Termination:

- We may terminate or suspend your access to use any and all services, without prior notice or liability, for any reason or no reason, including but not limited to if you breach any of the Terms and Conditions of Use. We may terminate or suspend accounts that have been flagged for suspected fraudulent activities.
- Upon termination of your access to use a service, including but not limited to suspension of your Account, right to use or access our services and any information associated with them will immediately cease and may result in forfeiture and destruction.
- Some provisions including but not limited to ownership provisions, warranty disclaimers, limitations of liability etc due to their nature shall survive termination of this Agreement. Termination of your access to and use of the services shall not relieve you from any obligations arising or accruing prior to such termination or limit any liability which you otherwise may have to BEPL or any third party.

Changes to Terms & Conditions:

BEPL reserves the right to modify the Terms of this Agreement or its policies at any time, effective upon posting of an updated version of this Agreement on its services. You should regularly review this Agreement, as your continued use of the services after any such changes constitutes your agreement to such changes.

Entire Agreement:

The Terms, together with any additional terms and conditions incorporated herein or referred to herein constitute the entire Agreement between BEPL and you, relating to the subject matter hereof, and supersedes any prior understanding or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on our services.

Governing Laws:

The Agreement and any dispute arising from the same will be governed by the laws applicable in India and/or applicable as applied to agreements entered into and to be performed entirely within India, without regard to its choice of law or conflicts of law principles. The holding company Biparjoy Ecom Private Limited will be liable for all purposes as under the terms of this Agreement.

Compliance with laws:

- You represent and warrant that your use of our services will comply with all applicable laws and regulations. You may not use our service for any unlawful or discriminatory activities, including acts prohibited by the laws in India that apply to commerce.
- You have complied, and will comply, with all regulations, as well as data protection, electronic communication, and privacy laws that apply to the countries where you're sending any form of communication through our services.
- You agree to indemnify and hold us harmless from any losses, including attorney fees, which result from your breach of any part of these warranties.

Disputes:

Disputes are defined as any claim, controversy, or dispute between you and BEPL, including any claims relating in any way to the present Agreement, any supplemental Terms, or the services, amendments, or any other aspects of the Agreement.

Binding Individual Arbitration:

- You and BEPL agree to arbitrate any and all disputes by a neutral arbitrator appointed by us who has the power to award the same damages and relief that a court can.
- Any arbitration under these general terms will only be on an individual basis.
- Class arbitrations, class actions, private attorney general actions, representative actions and consolidation with other arbitrations are not permitted.
- If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case, will there be a class or representative arbitration).
- All disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the provisions of Arbitration and Conciliation Act, 1996.
- Any arbitration hearing will occur in India, or another mutually agreeable location.

Powers of Arbitrator

The arbitrator, and not any, local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, for you and BEPL. The arbitration proceeding will not be consolidated with any other matters or joined with any other proceedings or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum rules, and this Agreement (including this Arbitration Agreement). The arbitrator will issue a written statement of decision describing the essential findings and conclusions on which any award (or decision not to render an award) is based, including the calculation of any damages awarded. The arbitrator shall follow the applicable law. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The arbitrator's decision is final and binding on you and the BEPL.

Opt Out. You may opt out of this Arbitration Agreement. If you do so, neither you nor BEPL can force the other to arbitrate as a result of this Agreement. To opt out, you must notify us in writing no later than 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, username (if any), the email address you used to set up your account (if you have one), and a CLEAR statement that you want to opt out of this Arbitration Agreement. You must send opt-out notice to info@bjoymart.com and info@bjoymart.com. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may have entered into with us or may enter into in the future with us.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NOTHING IN THIS AGREEMENT SHALL SUPERSEDE, AMEND, OR MODIFY THE TERMS OF ANY SEPARATE AGREEMENT(S) BETWEEN YOU AND BEPL RELATING TO YOUR WORK AS AN EMPLOYEE OR INDEPENDENT CONTRACTOR, INCLUDING WITHOUT LIMITATION, ANY INDEPENDENT CONTRACTOR AGREEMENT GOVERNING YOUR SERVICES.

Other Provisions

A) Notice

BEPL may give notice by means of a general notice on the Services via electronic mail to your email address, you may give notice to BEPL via electronic mail to info@bjoymart.com

B)General

You may not assign or transfer these Terms in whole or in part without BEPL's prior written approval. You give your approval to BEPL for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of BEPL's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, BEPL or any third-party provider as a result of the contract between you and BEPL for use of the Services.

Cookies

Our services use cookies. For more details you can refer to the [cookie policy here](#).

Updates to services

- BEPL may from time to time provide enhancements or improvements to the features/functionality of services, which may include patches, bug fixes, updates, upgrades and other modifications ("Updates").
- Updates may modify or delete certain features and/or functionalities of the services. You agree that BEPL has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of services to you.
- You further agree that all Updates will be (i) deemed to constitute an integral part of the services, and (ii) subject to the Terms of this Agreement.

No Changes in Terms at your request

The terms mentioned herein shall not be changed by any one of you or your group. The same terms and conditions of use shall be applicable for all users.

Contact Information

BEPL welcomes your questions or comments regarding the Terms: you can email us at info@bjoymart.com.