

Thank you for expressing your interest in Black Fox M... Private Limited (hereinafter referred to as "**BFM**"). These **Terms and Conditions** (collectively referred to as the "**Terms**"), in conjunction with the selected plan and/or document incorporating said Terms (the "**Plan**"), establish the parameters of the relationship between BFM ("**BFM**," "the **Company**," "we," or "us") and the user or subscriber (hereinafter referred to as the "**Customer**"). The interaction between **BFM** and the **Customer**, as defined by these **Terms** and the selected **Plan**, collectively forms a legally binding agreement and is hereafter collectively referred to as the "**Parties**."

By visiting, accessing, using, downloading, or installing any of the **BFM Platforms**, the **Customer** acknowledges that they have thoroughly reviewed all the terms and agrees to be bound by and comply with these **Terms and the Privacy Notice** (incorporated in this document). Both the **Terms** and the **Privacy Notice** are subject to potential amendments at the sole discretion of **BFM**.

Additional terms and restrictions ("**Supplementary Terms**") shall be applicable to some of the features available on the Platform (each being a "**Feature**"). **Customer** agrees to the applicable **Supplementary Terms** at the time they choose to add or use the corresponding Feature. Unless expressly stated otherwise, these **Terms** apply to the use of **Features**. Please read the **Terms** and the **Details** of the **Plan** carefully before installing, visiting accessing or using the **Platform/s** and any applicable **Supplementary Terms** (referred to collectively as the "**Terms**") frequently to remain informed of any changes to them.

OBJECTIVE

Pursuant to the stipulations outlined in the **Terms**, **BFM** hereby grants the **Customer** a license to access its proprietary online platform ("**Platform**"). This **Platform** facilitates the **Customer's** utilization of **BFM's Service(s)**, as delineated in the pertinent **Plan**, enabling access to business contacts and professionals (individually referred to as "**Business Contact**") sourced from various outlets, collectively termed as the "**Data**." The **Data** is securely housed in **BFM's** database ("**Database**") and is accessible through the **Platform** on a '**Platform as a Service**' basis. This accessibility encompasses the use of an API, integrated application, browser extension, downloadable software, or **BFM's** website (blackfoxmetaverse.in), along with any associated features, functionalities, data, and content embedded therein.

The **Customer** desires to employ and access the **Platform** for the acquisition of **Data** to serve its internal business purposes and operations, with specific focus on one or more of the following objectives: sales and marketing targeted at prospective and existing customers, recruitment activities, business intelligence endeavors, or fraud prevention initiatives (collectively referred to as the "**Purpose**"). In light of this, the parties hereby mutually agree as follows:-

DISCRETIONARY

a) **Customer** is exclusively responsible for granting access to end users/third parties the information (including the personal information) shared on the **Platform**.

* End User- An individual user designated by **Customer**.

b) If you are using **BFM** as a member of an organization (including MNCs, Firms etc) or using your organization's email domain (thereby representing yourself as a member of the organization) ("**You**"), **You** shall represent, warrant, and covenant that **You** are authorised to enter this agreement on behalf of such business organization, notwithstanding whether You or your company make payment of the **Fees**, and such business organization shall be a party to and bound by the terms hereof, and will thereby be the **Customer**, and that **BFM** may share **Your** email address and plan information with an authorized agent of the company upon request in order for them to administer the account for the company.

ACCOUNT

Every **End User** will secure access to the **Platform** by creating an account and furnishing unique credentials, namely a username (or mobile number) and a password, collectively referred to as "**Login Credentials**." In order to acquire these **Login Credentials**, the **Customer** acknowledges that **End Users** are obligated to provide **BFM** with specific identification details, including but not limited to name, business email addresses, and mobile number. The provided information must be accurate and comprehensive. The **Customer** further commits to promptly notify **BFM** of any unauthorized use of its own account or that of any **End Users**, as well as any alterations to the **Login Credentials**. By accepting these **Terms**, the **Customer** affirms its responsibility for all activities conducted under its account.

Such **Login Credentials** may not be shared, must be kept secret and secure, and may not under any circumstances be used by anyone who is not an **End User**. An **End User** is not permitted to re-assign, transfer, or sublicense their account to any third party. If any **End User's Login Credentials** are disclosed to any person who is not an **End User** but who is an employee of **Customer**, this disclosure will constitute **Customer's** subscription as of the time of such disclosure to the number of additional **End Users** equal to the number of persons to whom such credentials were disclosed. **BFM** will not be liable for any damages or losses caused by someone using a **Customer's** account without permission and in case any loss is incurred by **BFM** or any related **Party** shall be borne by the **End User**.

Once **Customer** creates an account, each **End User**, will automatically join our mailing list. Each **End User** can choose to remove their email addresses from that mailing list by choosing the "unsubscribe" link at the bottom of any email communication **BFM** sends.

If the employment of any End User that was in effect as of the date such person was designated as an **End User** terminates, such person's authorization to access the **Platform**

shall be revoked automatically without any further action by **BFM**. **Customers** may either elect to transfer the **End User** licence to a different user and corresponding email address with the domain held by the **Customer** or terminate the **End User's** account. Please note that there will be no refunds in the event of the aforementioned.

Any individual who accesses the **Platform** under these **Terms** must be provisioned as an **End User**. As used in these **Terms**, "**Credit**" means a non-exclusive, non-sublicensable, non-transferable, worldwide, revocable and limited right to access one (1) **Business Contact** throughout the Term. For the avoidance of doubt, **Credits** purchased by **Customer** and not used by the end of the applicable **Term** shall expire at the end of such **Term** and not roll over to any renewal term. Any additional **Credits** may be purchased on an ad-hoc basis for an additional fee. The content of any **Business Contact** (including the available data points or the accuracy of any data point) is provided on an as-is basis, and once a **Credit** is used, the use cannot be revoked, and no replacement **Credits** or refunds will be provided based on the amount or quality of a particular record.

SOFTWARE AS PLATFORM

Subject to these **Terms**, **BFM** grants to **Customer** a non-exclusive, non-sublicensable, non-transferable, worldwide, revocable and limited right throughout the applicable subscription period ("**Term**") to use the **Platform** for the purpose to such number of **End Users** and limited to such number of **Credits** (as defined below) by which the **Customer** can receive **Data** using the **Platform**.

Following termination of these **Terms** subject to the restrictions outlined in these **Terms**, **Customer** may only continue to use **Data** that was legally obtained from **BFM** under these **Terms** and that was stored on **Customer's** systems during the **Term**.

The **Platform** is provided subject to certain usage limits outlined in the **Supplementary Terms** and **Acceptable Use** incorporated therein.

SUPPORT

BFM affirms a commitment to ensure the **Platform's** availability for most of the time ("**Platform Availability**"). This excludes scheduled outages for system maintenance, strategically conducted outside standard business hours (GMT) or on Saturdays or Sundays (referred to as "**Planned Outages**"). Additionally, **Platform Availability** does not encompass unavailability resulting from factors beyond **BFM's** reasonable control, including unforeseeable events that could not have been prevented even with exercised reasonable care. Except for emergencies, **Planned Outages** will generally be executed in a manner that minimizes impact on the Platform as a whole and is typically resolved within 12 hours or sooner.

Should system availability dip below the specified **Platform Availability**, the **Customer** may issue written notice to **BFM**. If, within 3 months of such notice, availability falls below the

Platform Availability once again, the **Customer** reserves the right to terminate these **Terms** with written notice to **BFM**. In such an event, the **Customer** shall be entitled to a reasonable refund of the total prepaid fees for any full months remaining in the applicable **Term**, subject to the sole discretion of **BFM**.

BFM has created different tools to help users address frequently asked questions and additional technical and general support issues. In addition, **BFM** tests frequent updates, maintenance, error shooting and additional means in order to improve the **Platform**. **BFM** does not undertake to keep operating any of the above, and reserves the right to change, reduce, limit or terminate its maintenance and support efforts.

BFM may access, collect, and use any information from or relating to **Customer** and **Customer's** use of the **Platform** ("**Related Information**") for **Customer** and technical support, for regulatory and third-party compliance purposes, to protect and enforce **BFM's** rights, to monitor compliance with and investigate potential breaches of these **Terms**, and to recommend additional products or services. **BFM** shall share this information with its partners or affiliates for the same purposes. **Customer** grants **BFM** and **BFM's** affiliates the perpetual right to use **Related Information** and any feedback provided by **Customer** for purposes such as to test, develop, improve, and enhance **BFM's** products and services, and to create and own derivative works based on **Related Information** and feedback, so long as neither **Customer**, any **End User** nor any other individual is identifiable as the source of such information.

AMENDMENTS

We reserve the right to modify, change to, suspend or discontinue, temporarily or permanently the **Platform** or any of its **Features** (the '**Changes**') with or without notice with no liability, at any time and for any reason, including without limitation any **Changes** which may be done automatically for the purpose of improving, enhancing or de-bugging versions of the **Platform** or other aspects thereof. We will notify **Customers** of any adverse material changes via the **Site** or **Platform** (including without limitation by sending an email notification or by way of on-screen pop-ups) by any other form prior to those **Changes** becoming effective. Otherwise, any other, non-material change, will be effective upon the "**Last Updated**" date stated at the top of these Terms.

Customer's continued use of the **Platform**, following any such **Changes**, constitutes complete and irrevocable acceptance of such **Changes** and the revised **Terms**. If **Customer** does not agree with the new/modified **Terms**, **Customer's** sole remedy is to discontinue using the **Platform**. For the avoidance of doubt, the then-current version of these **Terms** will supersede all earlier versions.

INTELLECTUAL PROPERTY RIGHTS

As between **BFM** and **Customer**, all intellectual property rights in the **Data**, the **Database**, the **Platform**, and any part thereof, and any and all derivatives, changes, and improvements thereof lie exclusively with **BFM**. **BFM** owns the layout, user interfaces, appearance, trademarks, and other intellectual property comprising the **Platform**.

If **Customer** provides **BFM** with suggestions or feedback, which may concern, but are not limited to, the **Data**, the **Database** or **Platform** and any customizations, features, improvements, modifications, corrections, enhancements, derivatives or extensions thereto ("**Customer Suggestions**"), such **Customer Suggestions** shall be deemed the sole property of **BFM** (except to the extent that such **Customer Suggestions** include **Customer Data**, which shall remain **Customer's** property), and **Customer** hereby irrevocably transfers and assigns to **BFM** all intellectual property or proprietary rights in and to such **Customer Suggestions** and, to the maximum extent permitted by law, waives any and all derivative rights and copyrights to Customer suggestions and hereby irrevocably waives the right to claim or bring proceedings in connection with such rights.

Customer shall not use any trade name, trademark, service mark, brand, or logo of **BFM**, or any link to a **BFM** website, for any purpose other than in connection herewith, including, without limitation, in any communications using **Data** from **BFM**, without **BFM's** prior written consent.

CUSTOMER OBLIGATION

1) **Customer** shall not himself and shall not permit any third party to:

- interfere or attempt to interfere with the **Platform**, infiltrate, hack, reverse engineer, decompile, or disassemble the **Platform** or **Database** or use the **Data** to compile similar databases, platforms, or services or compete with **BFM**.
- use a robot or other automated means to access or scrape the **Platform** or extract **Data** other than such tools as are explicitly contemplated and provided via the **Platform** (e.g., integrations allowing the export of **Data** into **Customer's CRM**).
- override or circumvent, or attempt to override or circumvent, any security feature, control, or use limits of the **Platform**.
- use the **Data** for any reason or in any way other than for the **Purpose**.
- publish, distribute, share, sell, lease, transfer, or otherwise make the **Data** available to any third person or entity and will use its best efforts to prevent the misuse or unauthorised use of the **Data** by any third person or entity.

- purport to or factually sub-license its right to access and use the **Platform** or provide remote access to the **Platform** or **Platform** to or for the benefit of any third party or any unauthorised person.
- permit the use of a single **End User** licence by more than one individual. violate **Third Parties'** rights to privacy and other rights.
- use the **Platform** in any way, or use the **Data** for any purpose, that can be deemed to be stalking, offensive, abusive, defamatory, fraudulent, or deceptive, threatening, advocating harassment or intimidation.
- disparage or misrepresent the capabilities or reputation of **BFM**, and disclose the source of **Data** provided by **BFM** unless obligated to by law.

2) With regard to any use of the **Data**, **Customer** agrees to comply with all applicable data protection, security, marketing, or privacy-related laws, statutes, directives, or regulations, including but not limited to:

- IT Act Regulations and the notifications following therein.
- Digital Personal Data Protection Act, 2023.
- Consumer Protection Laws

3) In the case of any violation of the obligations in this **Section** by **Customer**, **BFM** shall immediately suspend **Customer's** access to the **Platform**. In addition to any other damages it shall be entitled to under the law, should **Customer** or any person using the **Platform** through **Customer's** account intentionally breach any material term of these **Terms**, **BFM** shall have a right to seek injunctive relief, including attorneys' fees, court costs any other costs incurred.

4) If **BFM** informs **Customer** that a data subject has made a request that their **Personal Data** be removed from **BFM's Platform**, **Customer** shall remove such data from their possession without undue delay, unless the **Customer** has another valid legal basis under applicable law to process such data.

PRIVACY

1. Each party will process **Personal Data** in accordance with the data processing laws ("**Personal Data**" shall have the meaning ascribed to it in IT Act, DPDPA and other relevant acts). In the event of any conflict between the **Statutes, Regulations** (referred to as "**Laws**") and these **Terms**, as relates to the subject matter of the **Personal Data**, the **Laws** will supersede.

2. **Customer** authorises **BFM** to store or process **Customer Data** in the India or any other country in which **BFM** or its sub-processors maintain facilities. **Customer** appoints **BFM** to perform any such transfer of **Customer Data** to any such country and to store and process **Customer Data** in order to provide the **Platform** or by **Customer's** documented instructions. Any such transfer shall be effected by way of a legally enforceable safeguarding mechanism that is permitted under the **Laws**.

CONFIDENTIALITY

1. **End Customer** party may have access to certain non-public proprietary, confidential information or data of **BFM**, regardless of how it is furnished, either stated to be confidential or which a reasonable person or entity should reasonably believe is proprietary, confidential, or competitively sensitive (together, the "**Confidential Information**"). The fact that the parties entered into these **Terms**, and the contents of these **Terms**, shall be deemed **Confidential Information**.
2. **Confidential Information** shall exclude any information that (i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of **End User** (ii) **End User** can demonstrate in its records to have had rightfully in its possession before disclosure of the **Confidential Information** by **BFM** (iii) **BFM** rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of these **Terms**; or (iv) the **BFM** can demonstrate in its records to have independently developed, without breach of these **Terms** or any use of or reference to the **Confidential Information**.
3. The receiving party agrees:
 - not to disclose the **BFM's Confidential Information** to any third parties other than to its directors, officers, employees, advisors, or consultants (collectively, the "**Representatives**") on a strict "need to know" basis provided that such **Representatives** are bound by written agreements to comply with confidentiality obligations as protective as those herein;
 - inform **BFM** on becoming aware or suspecting that an unauthorised party has become aware of or gained access to the **Confidential Information**;
 - not to use or reproduce, or knowingly allow anyone else to reproduce, directly or indirectly, any of the **BFM's Confidential Information** for any purposes except to carry out its rights and responsibilities under these **Terms**, unless otherwise provided for in these **Terms**; and
 - to keep the **BFM's Confidential Information** confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care.
4. Notwithstanding the foregoing, if the **End User** is required by any applicable law, rule, or regulation, to disclose the **BFM Confidential Information**, then before such disclosure, the **End User** will give written notice (to the extent permissible by

applicable law) to the **BFM** so that it may seek appropriate relief and will disclose **Confidential Information** to the minimum extent required.

5. The **End User** shall not ridicule, defame, mock, disparage, stalk, intimidate, threaten, harass, harm, advocate, incite harassment, or abuse another person, group, **BFM** employees, including **BFM's** customer service representatives, hatefully, racially, religiously, ethnically or in any other manner.
6. **Customer** acknowledges that the **Data** obtained using **Credits** are for its own use only and that the disclosure to a third party of **Business Contacts**, permitting a third party to access any **Business Contact** records through use of **Login Credentials** or the use of the **Business Contacts** for the benefit of or on behalf of any third party ("**Covered Breach**"), will cause damage to **BFM** in an amount that is difficult to quantify. In order to avoid the time and expense of quantifying the direct damages caused by a **Covered Breach**, if Customer, negligently or intentionally, commits a Covered Breach, then **BFM** shall be entitled to liquidated damages from Customer in the amount equal to be decided on the discretion of **BFM**. For the avoidance of doubt, such liquidated damages are cumulative with any other damages that may be caused by such **Covered Breach**.

Indemnification

1. **Customer** agrees to indemnify and hold harmless **BFM** and its affiliates, suppliers, partners, officers, customers, agents, and employees from and against any claim, costs, demand, losses, damages or expenses (including attorney's fees and court charges) arising from:
 - **Customer's** sending of any information, messages, or materials to any **Business Contact** (including, but not limited to, through email, mail, or fax) in violation of any law or the rights of any third party;
 - **Customer's** violation of these **Terms**;
 - Any data provided by **Customer** to **BFM**;
 - the undue or unauthorised interference by **Customer** or any of its representatives with the **Platform, Data, or Database** in any respect;
 - use of any **Data** or access to the **Platform** in violation of any law or by any third party to whom **Customer** has granted access (including access obtained by such third party through the use of the login credentials assigned to each **End User**);
 - gross negligence, wilful misconduct, or any fraudulent act or omission of **Customer** and/or its representative in carrying out or failing to carry out its obligations under these **Terms**.
2. **BFM** will defend and indemnify **Customer** from and against all costs, liabilities, damages, losses, and expenses (including reasonable legal fees) finally awarded or settled against **Customer** pursuant to a third-party claim arising out of any allegation that the **Platform** infringes upon any intellectual property right of such third party. The foregoing indemnification obligations do not apply if (i) the allegation does not state with specificity that the **Platform** is the basis of the claim against **Customer**; (ii) a claim against **Customer**

arises from the use or combination of the **Platform** or any part thereof with software, hardware, data, or processes not provided by **BFM** if the **Platform** or use thereof would not infringe without such combination; or (iii) a claim against **Customer** arises from **Customer's** breach of these **Terms**. Under no circumstances whatsoever will **BFM** be liable in any way for any actions or inactions made by **Customer**, its employees, agents, partners, service providers, sub-processors or any other third party in respect of the **Data**.

3 . In order to claim indemnification under these **Terms**, the indemnified party shall provide the indemnifying party with: (i) prompt written notice of the claim subject to the indemnification; (ii) the right to control and direct the investigation, defence, and settlement of such claim (except that the indemnifying party may not settle any claim or proceeding unless it unconditionally releases the indemnified party of all liability); and (iii) reasonable cooperation in connection with any related investigation, defence, and settlement.

Disclaimer of Warranties

1. **BFM** provides access to the **Platform**, and data to **Customer** on an “**AS IS**” and “**AS AVAILABLE**” basis, without warranties of any kind, whether express or implied, other than the warranties explicitly specified herein and then only to the extent so specified, including the warranty of title, merchantability, non-infringement, and fitness for a particular purpose or accuracy. customer does not have the right to make or pass on any representation or warranty on behalf of the other party to any third party.
2. Notwithstanding anything to the contrary herein, **BFM** does not warrant that the **Platform**, data, or any service related thereto (a) will be delivered or performed error-free or without interruption; or (b) will meet **Customer's** requirements; or (c) may be used or relied upon by the **Customer** or any other party to comply with any law, rule, regulation, industry standard or policy, nor that the platform will render **Customer** not any other party compliant with any law, rule, regulation, industry standard or policy. if and to the extent that **Customer** uses the platform with the intention of or for the purpose of complying with any law, rule, regulation, industry standard, or policy, **Customer** acknowledges and agrees that the **Platform** is, in that regard, provided “as is,” and **Customer** assumes full responsibility for its compliance. **Customer** agrees that **BFM** shall have no liability to **Customer** for **Customer's** use of or reliance on the **Platform** for such purposes. any data obtained using the platform are obtained at **Customer's** own risk and discretion and **BFM** shall not be responsible for any damage caused to **Customer's** computer or to customer data or for any bugs, viruses, trojan horses, or other destructive code resulting from use of the **Platform** or any data obtained therefrom.
3. **BFM** operates as an interactive computer service. most of the information it provides is not created directly by **BFM** but is retrieved from the web or the contribution of relevant data from other users and business partners and as such, **BFM** shall not have any legal liability or responsibility for the accuracy or completeness of any data

provided through use of the platform except as expressly specified herein and only to the extent so specified. **Customer** assumes all responsibility and risk for **Customer's** use of the platform, and data.

4. Although **BFM** will do its best efforts to provide accurate data, **BFM**, and its sub-processors providers shall have no legal liability or responsibility for the accuracy or completeness of any information used or disclosed on the **Platform**, including information that pertains to an individual's geographic location, and **Customer** acknowledges that such information could pertain to individuals in jurisdictions regarding which it expressed no interest.
5. For the avoidance of doubt, **BFM** will not be responsible for instances that are outside of its control, which include:
 - any actions or inactions of **Customer** that result in a loss of or interruption to the **Platform**; and
 - any events or outages affecting the provision of the **Platform** by **BFM** to **Customers** that are outside of the control and/or responsibility of **BFM**.
- **BFM's** profiles may reference links to other websites (the "**Linked Sites**"). **BFM** neither endorses nor is affiliated with the **Linked Sites** and is not responsible for any of the content on the Linked Sites or the use thereof.
- Used herein, a "**Third Party Product**" is any third-party product, application, service, software, network, system, directory, website, database and/or information obtained separately which links to the **Platform**, or which **Customer** may connect to or enable in conjunction with the **Platform**, including, without limitation, **Third Party Products** which may be integrated directly into the **Platform** or any **Features** (if applicable) by **Customer** or at **Customer's** direction. If **Customer** chooses to share **Customer Data** in any manner, including through a **Third Party Product** or integration **Customer** is solely responsible for what that third party may do with Customer Data, and **Customer's** relationship with that third party. Likewise, **Customer** is solely responsible for any of the effects a **Third Party Product** may have on Customer Data, including deleting or corrupting Customer Data. Except for these sub-processors, **Customer** acknowledges that **BFM** is not responsible for the disclosure of **Customer Data** by **Customer** or **Customer's** agents (including **Customer's End Users**) to any third parties or the effects of any **Third Party Product** on **Customer Data**.

Limitation of Liability

1. in no event will **BFM** be liable for any punitive, multiple lost profits, lost business, loss of use, loss of data, lost or corrupted data damages, cost of procurement of substitute goods or services, or for special, incidental, indirect, or consequential damages, however caused, and on any theory of liability, whether for breach of these terms, the dpa, tort (including negligence and strict liability), or otherwise, whether or not **BFM** has been advised of the possibility of such damages.
2. notwithstanding anything to the contrary contained herein, **BFM's** liability and the liability of each of its officers, directors, investors, employees, agents, advertisers, licensors, suppliers, service providers and other contractors to customer or any third parties under any circumstance is limited to a maximum amount as decided on the sole discretion of **BFM**.

FEES AND TAXES

1. Fees

Certain **Plans** and **Features** may be subject to payment of particular fees ("**Fee(s)**"), as determined by **BFM** in its sole discretion ("**Paid Plan**"). **BFM** will provide notice of such Fees then in effect in relation to such **Plan** on sign-up therefore. All **Fees** are due and payable in advance and shall be paid by any of the payment gateways mentioned on the platform in accordance with **BFM's** provided instructions. All **Fees** shall be deemed to be in INR only.

BFM reserves the right to change/revise its **Fees** at any time, upon notice to **Customer** if such change may affect existing **Plan**. If **Customer** receives a discount or other promotional offer, **BFM** shall have the right to automatically and without notice renew Customer's Plan at the full, and then-applicable **Fee**.

For the avoidance of doubt, all payments under these **Terms** are non-refundable.

2. Taxes

To the extent permitted by law (and unless specified otherwise by **BFM** in writing or notice to **Customer**), all **Fees** are exclusive of all **Taxes** (including value added tax, sales tax, goods and services tax, etc.), levies or duties imposed by taxing authorities, or other similar governmental chargers, howsoever designated, except for taxes based on the net income of **BFM** ("**Taxes**"), and **Customer** shall be responsible for payment of all applicable **Taxes** relating to **Customer's** use of the **Platform**, or to any payments or purchases made by **Customer**. **BFM** is not responsible for any such additional fees or costs, unless otherwise prior agreed to in writing between the **Parties**, if under applicable law taxes are required to be withheld, **Customer** shall pay **BFM** an amount such that the net amount after withholding of taxes shall equal the amount that would have been otherwise payable under these **Terms**.

3. Late Payment

If **Customer** fails to pay any **Fees** due to **BFM** by their due date (according to the chosen Plan) **BFM** has the right, without prejudice to any other rights that it has in law, to implement, at its sole discretion and on notice to **Customer**, a **Suspension** or **Limitation** process as set below. Any amounts payable to **BFM** by **Customer** that remain unpaid after the due date shall be subject to a late charge equal tofrom the due date until such amount is paid. **Customers** shall pay all collection fees, including legal expenses, with respect to the collection of late payments.

4. Chargebacks

BFM reserves its right to dispute any chargeback received from **Customer**, including by providing the relevant payment gateway with any information and documentation proving that **Customer** is responsible for authorising such chargeback and continued to make use of and access the **Platform** thereafter. **Customer's** use of the **Platform** will not resume until **Customer** re-subscribes for a new **Plan**, and pay any applicable **Fees** in full, including any fees and expenses incurred by **BFM** and/or any **Third Party Services** for each **Chargeback**, if applicable (including **Fees** for the **Platform** provided prior to the **Chargeback**, handling and processing charges and fees incurred by the payment processor).

Data Cleansing

Customer acknowledges that using **Platform** or otherwise, **Customer** may have the opportunity to transmit **Business Contact** information to **BFM** for purposes of matching, cleansing, or updating records with information from **BFM's Database**. In the event such information is transmitted to **BFM**, **BFM** will make commercially reasonable efforts consistent with its research protocols and priorities, to respond to match and clean and append requests by researching and/or verifying business contact information so submitted and supplementing the Database with information **BFM** is able to verify. **BFM** may also use email deliverability data accessible through **Customer's** use of the **Platform** to improve the **Database** by, for example, eliminating invalid email addresses from the **Data**.

Suspension and Limitation Processes

If **Customer** commits any act or omission which, in the opinion of **BFM**, is or could be prejudicial to its interests or subject **BFM** to liability; uses the **Platform** in a manner that poses a security risk to or may adversely affect the **Platform**; or engages in or is suspected of engaging in bribery, fraud, or otherwise corrupt or illegal actions or omissions, **BFM** has the right, without prejudice to any other rights that it has in law, to implement the following **Suspension** process:

Unilaterally suspend or discontinue the provision of the **Platform** to **Customer** ("**Suspension**") for 14 (fourteen) days ("**Suspension Period**") or such other reasonable time as agreed between the Parties;

1. If **Customer** remedies the cause of the **Suspension** during the **Suspension Period**, the **Suspension** will immediately, or as soon as practicably possible thereafter, be lifted;
2. If **Customer** fails to remedy the cause of the **Suspension** within the **Suspension Period**, **BFM** reserves the right to terminate these **Terms** with immediate effect; or

immediately terminate these **Terms**, and in either case, be entitled to claim from **Customer** whatever direct damages or loss it has suffered.

BFM may, in its sole discretion and based on its internal compliance processes, use technological means to place reasonable use limits on **Customer's** daily or monthly consumption of **Credits** or access to the **Platform** as it deems appropriate ("**Limitation**") to protect against any potential or suspected fraud, hacking attacks, misuse of the **Data**, excessive use, including excessive downloads or screen views that indicate a violation of these **Terms** (such as sharing with third parties or attempting to circumvent limitations to **Credits** (if applicable), and the like. **Customers** may, on written notice to **BFM** with justification therefore, request that the **Limitation** be removed. **BFM**, in its sole discretion, may then decide to remove, modify, or retain the **Limitation** if it determines that the justification and use-case provided by **Customer** is in good faith and are otherwise in accordance with these **Terms**. **BFM** may also make removal of the **Limitation** subject to receipt of written and signed representations and warranties as **BFM** may deem reasonably appropriate in order to ensure the justification for the removal of the **Limitation**.

Customer hereby acknowledges that if **BFM** determines through its compliance verification processes that the **Customer** is in violation of any of the representations and/or warranties set forth herein, **BFM** retains the right to unilaterally terminate these **Terms** on 7 days' prior written notice to **Customer**, unless **Customer** provides assurances to **BFM** that guarantee its compliance, which guarantees **BFM** may, in its sole discretion, may or may not accept.

TERM, RENEWAL AND TERMINATION

1. Term

These **Terms** commence on the date of receipt by **BFM** of the full **Fee** by **Customer**, unless otherwise agreed in writing between the parties, and shall continue in effect for the subscription period applicable to the specific purchased **Plan** (the "**Initial Term**") or any **Renewal Term** thereof (collectively, the "**Term**").

2. Auto-renewal

In order to ensure that **Customer** does not experience any interruption or loss of services, at the end of the Initial **Term** (or each **Renewal Term**, as applicable), the **Plan** will automatically renew ("**Renewal Date**") by default for a renewal period equal in time to the original subscription period (excluding extended periods) ("**Renewal Term**") at the then-current pricing structure for the current **Plan** (subject to applicable **Taxes** changes and excluding any discount or other promotional offer provided for the Initial Term) ("**Renewing Paid Plan**").

Accordingly, on the **Renewal Date**, **BFM** will automatically charge **Customer** the applicable **Fees** for the **Renewing Paid Plan**, using the same means of payment ("**Renewal Charge**"). If the **Renewal Charge** is unsuccessful, **BFM** may, in its sole discretion (but shall not be obligated to), retry to collect such **Renewal Charge** for a period of up to two (2) weeks, during which time, **Customer's BFM** account might be suspended. In the event of failure to collect the **Renewal Charge**, **BFM** may, in its sole discretion, suspend or cancel **Customer's Plan**, without further notice.

3. Termination

Customers may request to terminate these **Terms** (and thereby the **Plan**) at any time, in accordance with the instructions available on the **Platform**. The effective date for cancellation of the **Plan** shall be at the end of the current **Term**.

Notwithstanding anything to the contrary in the foregoing, with respect to subscriptions to **Renewing Paid Plans**, such subscriptions will be discontinued only upon the expiration of the respective period for which payment has already been made payment. Please note that as the cancellation process may take a few days, in order to avoid the next automatic renewal and respective charge the cancellation request should be made at least fourteen (14) days prior to the expiration of the then-current service period.

BFM may terminate these **Terms** with immediate effect by giving written notice to **Customer** if: (i) the **Customer** materially breaches these **Terms** and fails to cure the breach within seven (7) days after being given written notice thereof; or (ii) the **Customer** is declared bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party or any petition by or on behalf of such party is filed under any bankruptcy or similar laws; or (iii) the **Plan** is deemed to be a deprecated **Plan** by **BFM**, in which case **BFM** shall provide 30 days prior written notice.

4. Effects of Termination

On termination of these **Terms** for any reason, **Customer** will immediately cease use of the **Platform** and any related services (except that the **Admin** may continue to access the **Platform** for a reasonable time following the termination of these **Terms** solely for the purpose of complying with **Customer's** obligations hereunder); and all payments will become due and payable. Notwithstanding the foregoing, as of termination, **Customer** is solely responsible for any communications between **Customer** or any **End User** and any **Business Contact**.

On termination resulting from **Customer's** breach of these **Terms**, **Customer** shall: (A) immediately provide **BFM** a complete list of all third parties to which **Customer** disclosed the **Data**; and irrevocably delete, and cause any third party that **Customer** has provided any **Data** to delete any and all **Data**, except for **Data** that was already known to **Customer** or that was already in **Customer's** possession prior to obtaining it through the use of the **Platform**. On request, **Customer** will provide **BFM** with a signed notice confirming that **Customer** complied with the provisions of this paragraph.

Governing Law

Irrespective of **Customer's** country of incorporation is the Indian Laws or not, these **Terms**, including the arbitration agreement, will be interpreted in accordance with the laws of India, without regard to the principles of conflict of laws. Any disputes arising out of or in connection with these **Terms** shall be brought exclusively before the competent courts of New Delhi. The **Parties** hereby submit to the personal jurisdiction of such courts and waive any argument that such courts are inconvenient.

Arbitration

1. **Parties** agree to resolve any dispute (other than Litigation Claims (as defined below)) through final and binding arbitration as detailed herein. Before filing a claim, both **Parties** agree to try to resolve the dispute informally and undertake reasonable efforts to contact each other to resolve any claim before taking any formal action. If a dispute is not resolved within 15 days after the first notification of the dispute is sent, either party may initiate an arbitration proceeding as described below. The **Parties** hereby agree to pursue an arbitration proceeding to resolve the dispute quickly and efficiently and to reduce the costs imposed on the **Parties**.
2. The **Parties** agree that any dispute arising out of or in connection with these **Terms**, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the THE ARBITRATION AND CONCILIATION ACT, 1996 and the Supplementary Procedures, as such rules are in effect at the time arbitration is sought. Arbitration will proceed on an individual basis and will be handled by a sole arbitrator under those rules. Arbitration proceedings will be held in New Delhi.

3. The following claims ("**Litigation Claims**") shall not be subject to the **Arbitration Agreement** as set out below and shall be litigated in the courts of competent jurisdiction set forth in these **Terms**: (a) claims by the **End User** for the unauthorised disclosure, or the misuse, by the receiving party of disclosing party's Confidential Information; (b) claims by **BFM** to collect **Fees**; and (c) claims for mandatory or prohibitory injunctive relief, except for temporary relief in aid of arbitration or to secure the payment of an arbitration award under these **Terms**. The **Litigation Claims** are not subject to arbitration and are expressly excluded by the **Parties** from arbitration unless otherwise agreed in writing.
4. No **Party** shall commence or seek to prosecute or defend any dispute, controversy, or claim based on any legal theory arising out of or relating to these **Terms**, or the breach thereof, other than on an individual, non-class, non-collective action basis. No **Party** shall seek to prosecute or defend any dispute, controversy, or claim arising out of or relating to these **Terms**, or the breach thereof, in a representative or private attorney general capacity. The arbitrator shall not have the power to consolidate any arbitration under these **Terms** with any other arbitration, absent agreement of all **Parties** involved, or otherwise to deal with any matter on a non-individual, class, collective, representative, or private attorney general basis.

Force Majeure

Neither **Party** shall be liable to the other for any performance delay or failure to perform hereunder, due to any act, war, omission, epidemic, pandemic, or condition beyond the reasonable control of the affected party ("**Force Majeure Event**"), provided the affected party gives notice to the other and makes reasonable efforts to resume performance as soon as possible. Neither a **Force Majeure Event** nor termination of these **Terms** in connection therewith shall relieve either party from its obligation to pay the other any outstanding payments due under these **Terms**.

Compliance with Legal Requests

Without limiting the foregoing, **BFM** retains the right to fully cooperate with any valid legal process from a law enforcement authority with jurisdiction that requests or directs us to disclose **Customer Data** or other information on the **Platform**. **Customer** waives and holds harmless **BFM** and its affiliates, licensees, and service providers from any claims resulting from any action taken by **BFM** or any of the foregoing parties during or as a result of its investigations and from any actions taken as a consequence of investigations by either us, such **Parties**, or law enforcement authorities.

Miscellaneous

- A. These **Terms** (as amended) set forth the entire understanding between the **Parties** concerning the subject matter herein and supersedes all prior and contemporaneous

written agreements and discussions between the **Parties** relating thereto. In the case of any conflict of terms, these **Terms** shall prevail.

B. No amendment, modification, consensual cancellation, waiver, relaxation, or suspension of any of the provisions hereof shall be binding unless reduced to writing and signed by the **Parties**.

C. **Customer** agrees that **BFM** may disclose the fact that **Customer** is a client of **BFM**. While these **Terms** are in effect, the **Customer** grants **BFM** the right to reference **Customer's** company name and logo in marketing materials and on **BFM's** website until **Customer's** use of the **Platform** is discontinued.

D. If any provision of these **Terms** is determined to be void or unenforceable by a Court or arbitral body of competent jurisdiction, such section shall be interpreted as necessary to give maximum force to the provisions thereof, and the validity and enforceability of the remainder of the **Terms** shall not be affected.

E. The failure of either **Party** to enforce at any time the provisions of these **Terms** shall not be interpreted to be a waiver of such provisions or of the right of such party to enforce each and every such provision.

F. All notices given under these **Terms** shall be in writing (electronic or otherwise) and shall be deemed to have been duly given:

- (i) when delivered to the address duly provided by such **Party**, if delivered by messenger during normal business hours of the recipient;
- (ii) the third business day following posting to the address set forth under the party's signature below, if posted by international airmail or reputable international carrier service; or
- (iii) when sent to the **Party's** provided email address if sent via email, provided that no notification of failure to send, out of office message, or similar automatic reply is received by the sender, in which case the notice shall not be deemed to have been duly given under this subsection (iii) and notice shall be provided in accordance with either (i) or (ii).

G. **Customers** may not transfer or assign its rights or obligations under these **Terms** to any third party. Any purported assignment contrary to this section shall be void. Notwithstanding, each **Party** shall be entitled to assign its rights and obligations under these **Terms**, in whole or in part, to any related entity or upon a merger, acquisition or sale of all or substantially all its business, without the need to obtain the consent of the other party, provided, in the case of **Customer**, that such assignee is not a data broker or other entity that competes with **BFM**.

H. The **Parties** acknowledge that in entering into these **Terms**, they do not do so on the basis of, and do not rely on, any representations, warranties or other provisions except as expressly provided herein and all conditions, warranties and other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

I. Nothing contained in these **Terms** is intended or is to be construed to create a partnership, joint venture, agency, or employment relationship between the **Parties**.

Contact Us

If you have any additional questions, please feel free to contact us at support@blackfoxmetaverse.in or at:

BFM Address

Applicability

1. This **Fair Use Policy** and **Feature-Specific Terms** (collectively, “**Supplementary Terms**”) form part of the **Master Services Agreement** or **Terms of Service** (as applicable) and are incorporated therein, all of which, together with the order form or package (as applicable), constitute the “**Agreement**” between **Customer** and **BFM**.
2. The **Supplementary Terms** apply to the use of the **BFM Platform** and any product, feature, service, and/or website provided by **BFM** (a “**Feature**”) (collectively, the “**Services**”), whether it is provided directly or indirectly through another party to **Customer**. The **Supplementary Terms** protect the interests of all of **BFM’s Customers** and their **End-Users**, as well as **BFM’s** goodwill and reputation. By using **BFM’s Platform** and **Features**, **Customer** agrees to comply with the provisions of the **Supplementary Terms**. The **Supplementary Terms** may be amended from time to time by **BFM**, so please check back here for current information.

Restrictions

- A. **Customers** shall use the **Services** in a responsible and professional manner consistent with the intended and permissible uses and consistent with standard industry practice.
- B. **Customer** agrees not to:
 1. Run such a number of searches or visit such a number of **Business Contacts** as to exceed reasonable fair use limitations. The concept of ‘fair use’ includes, but not be limited to, manual use of the **Services** by individual and authorised **End-Users** and not by any automated or electronic tools. Should **BFM** determine that **Customer** has run queries more than what reasonably can be undertaken manually by the number of individual **End-Users**, it shall be conclusively presumed that automated or electronic tools were used in violation of the **Supplementary Terms**. In such an

instance, in addition to any other damages to which it may be entitled under law, **BFM** shall have a right, at its sole election, to suspend or impose Limitations on the **Services**, and/or to receive compensation for the excess queries at its then-current standard retail licence fee for a single **Business Contact** per query;

2. Use the **Platform** in any way that causes, could be reasonably expected to cause, or is intended to cause damage to the **Platform** or impairment of the availability or accessibility of the **Platform**; or in any way which is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity;

3. Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction, and data harvesting) on or in relation to the **Services**;

4. Use the **Platform** to copy, store, host, transmit, send, use, publish, or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit, or other malicious computer software;

5. Republish material from the **Services** (including republication on another website);

6. Develop, support, or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the **Services** or otherwise copy any **Data**;

7. Violate the security of the **Service** including by: (a) logging in to a server or account that **Customer** is not authorised to access, or assist others to do so; (b) attempting to test, scan, probe or hack the vulnerability of the **Service** or any network used by the **Service** or to breach security, encryption, or other authentication measures; (c) overriding or circumventing, or attempting to override or circumvent, any security feature, control, or use limits of the **Services** or **Platform**; (d) attempting to interfere with the **Service** by overloading, flooding, pinging, mail bombing or crashing it; or (e) using or attempting to use any engine, software, tool, agent or other device, method, or mechanism (including without limitation browsers, spiders, robots, or intelligent agents) to navigate or search any portion of the **Services**.

Measures

BFM reserves the rights to monitor its **Customers'** usage of the **Platform** to ensure compliance with the terms of the **Agreement** and **Supplementary Terms** and to suspend, revoke, deny, disable, or terminate **Customer's** access if **Customer** violates any provisions of the **Supplementary Terms** or if **Customer's** behaviour exceeds reasonable limits, as determined in **BFM's** sole discretion, e.g.: **BFM** may restrict the number of **Business Contact** views per **End-User** or account in a certain period of time (per day/ week/ month etc.). **BF M** may use technological means to place reasonable use limits to prohibit

excessive use, including excessive downloads or screen views that indicate a violation of the **Supplementary Terms**. In the event of such limitation, **Customer** may request that the limit be removed, and **BFM** may remove or modify a particular limitation if it determines in its sole and absolute discretion that the proposed use by **Customer** is in good faith and otherwise consistent with the **Supplementary Terms**.

What we do

BFM helps business **Customers** (e.g. HR professionals, B2B professionals, sales professionals) validate, verify and find business contact information of relevant **Contacts** (as defined below) retained in our database ("**Database**", and "**Services**").

BFM may collect, use or otherwise process **Data** (as defined below) relating to:

- An individual's business contacts details as defined below ("**Contact**") (this information is made available in our **BFM Database**);
- an authorised user of a **BFM Licensee** pursuant to our **Terms of Service** ("**End User**");
- a visitor of our website and **Services** ("**Visitor**").

This **Privacy Notice** outlines our practices with respect to processing personal data of **Contacts, End Users and Visitors** ("**Data**"). Please read it carefully so that you understand how we collect, use, and process your **Data**, and how you may opt-out of our Data use, or otherwise access, rectify, and/or erase your **Data**.

If you do not agree with this **Privacy Notice** or any part of it, you should not access this website/ **Platform** or use our **Services**.

If you have any questions about this **Privacy Notice**, please contact our **Privacy Team**.

Our approach

BFM is committed to providing its innovative services while respecting the privacy of everyone involved and complying with any applicable privacy and data protection laws.

We are committed to providing our Licensees and **End Users** with the most useful and accurate Data possible in our **BFM Database** and have implemented internal measures for accuracy and relevancy purposes. In particular, we implement processes to cross-check and verify the accuracy of the **Data** in the **BFM Database** and have adopted procedures to avoid

storing non-business (i.e., personal and private) contact details in the **BFM Database** to the extent reasonably possible.

BFM only collects **Data** to the extent necessary and does not collect sensitive data related to health, religious beliefs, political opinions, or ethnicity.

Types of information we collect from or about you

We.

Data Source

How and why do we use your Data?

1)Data about Contacts

Context of processing	Purpose of processing	Legal basis
Purposes related to the provision of our Services	<ul style="list-style-type: none">Enabling our End Users and Licensees and service providers to access and use our BFM Database.Enriching, updating, cross-checking and validating the BFM Database.	<ul style="list-style-type: none">Our legitimate interest in fighting against identity theft and online fraudOur legitimate interest in providing accurate and up to date Contact Data, allowing our End Users and Licensees to engage with other businesses and business representatives in meaningful and effective online and offline interactions

Purposes related to the analysis and improvement of our Services	<ul style="list-style-type: none"> • Responding to your questions, support requests or feedback 	<ul style="list-style-type: none"> • Our legitimate interest in operating a successful business
Purposes related to compliance with regulations and the fight against fraud	<ul style="list-style-type: none"> • Detecting and preventing fraudulent and illegal activity or any other type of activity that may jeopardize or negatively affect the integrity of the Services • Responding to your requests regarding your Data • Investigating violations and enforce our policies, and as required by law, regulation, or other governmental authority or to comply with a subpoena or similar legal process, or respond to a government authority's request 	<ul style="list-style-type: none"> • Our legitimate interest in ensuring the safety and proper functioning of our Services • Our legitimate interest in ensuring that our Terms of Use and other policies are complied with. • Our legitimate interest relating to the exercise of our rights or the defence of our legal rights. • Compliance with our legal obligations.

2) Data about End Users

Context of processing	Purpose of processing	Legal basis
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<p>Purposes related to the provision of our Services</p>	<ul style="list-style-type: none"> • Enabling our End Users and Licensees and service providers to access and use our BFM Database. • Enable you to compose and process emails if you use our email composing functionality 	<ul style="list-style-type: none"> • Our legitimate interest in providing accurate and up to date Contact Data, allowing our End Users and Licensees to engage with other businesses in meaningful and effective online and offline interactions, pursuant to the Agreement with a Licence
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<p>Purposes related to the use of the Services, the creation and management of your account</p>	<ul style="list-style-type: none"> • Registering, maintaining and managing your user account or membership with us • Verifying your registration to the Services and approve your email address. • Communicating with you regarding the Licensee's purchase, inquiries, support request, feedback, or questions • Processing your order, including sending you any necessary emails related to the Licensee's purchase of any paid Services • Sending you important announcements in relation to security, privacy, or the administration of our Services • Personalising our Services to ensure its content is presented in the most effective manner for you and your device 	<ul style="list-style-type: none"> • Our legitimate interest in providing accurate and up to date Business Contact information, allowing our End Users and Licensees to engage with other businesses in meaningful and effective online and offline interactions, pursuant to the Agreement with a Licensee. • Compliance with our legal obligations, including those applicable to our Payment Partner as a payment service provider, such as anti-money laundering, anti-corruption, and credit card fraud. • Where applicable, your consent
<p>Purposes related to the analysis and improvement of our Services</p>	<ul style="list-style-type: none"> • Conducting troubleshooting, Data analysis, testing, research, statistical analysis, survey analysis or any other related purposes. 	<ul style="list-style-type: none"> • Our legitimate interest in ensuring the safety and proper functioning of our services

Purposes related to the promotion of our Services	<ul style="list-style-type: none"> • Signing you up for our newsletters or alerts • If you opted into marketing, communicating with you about our latest updates, upgrades, and services • Building and maintaining our End User and Licensee community 	<ul style="list-style-type: none"> • Our legitimate interest in promoting our Services • Where applicable, your consent
Purposes related to compliance with regulations and the fight against fraud	<ul style="list-style-type: none"> • Detecting and preventing fraudulent and illegal activity, or any other type of activity that may jeopardise or negatively affect the integrity of the Services • Responding to your request regarding your Data • Investigating violations and enforcing our policies, and as required by law, regulation or other governmental authority, or to comply with subpoena or similar legal process, or respond to a government authority request 	<ul style="list-style-type: none"> • Our legitimate interest in ensuring the safety and proper functioning of our services • Our legitimate interest in ensuring that our Terms of Use and other policies are complied with • Our legitimate interest relating to the exercise of our rights or the defence of our legal rights • Compliance with our legal obligations, including those applicable to our Payment Partner as a payment service provider, such as anti-money laundering, anti-corruption, and credit card fraud

3) Information about End Users and Visitors

Context of processing	Purpose of processing	Legal basis
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Purposes related to the analysis and improvement of our Services	<ul style="list-style-type: none"> • Conducting troubleshooting, Data analysis, testing, research, statistical and survey analysis • Ensuring our services are working properly 	<ul style="list-style-type: none"> • Our legitimate interest in ensuring the safety and proper functioning of our services
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Additional Stricture

Notwithstanding anything else in this Privacy Notice, if you provide **BFM** access to your email account, for the purpose of using our email composing features, the following types of your Google data or Microsoft data will be subject to these additional restrictions:

BFM will only use access to read, write, modify, or control email message bodies, metadata, headers, and settings to enable **End Users** to compose and process emails and will not transfer this data to others unless doing so is necessary to provide and improve these features, comply with applicable law, or as part of a merger, acquisition, or sale of assets. We will not use this data for serving advertisements, selling data, or any other purpose except as set hereinabove or as otherwise permitted in line with **Customer-/End User-specific** consent.

BFM's use and transfer to any other app of information received from Google APIs will adhere to [Google API Services User Data Policy](#), including the Limited Use requirements.

How we share your information

We may share information with third parties in the ways and for the purposes described above.

- With our **End Users** and **Licensees (Contacts only)**: We share details stored in the **BFM Database** with our **End Users** and **Licensees**, for the purpose of providing our **Services** and allowing access to authentic, current, and up to date business contact information.
- Within **BFM** or our Payment Partner: We may share your information within **BFM**. To the extent permitted by law and considering the protection of your rights and freedoms with respect to the processing of your **Data**, and the consent you have given (if any), your **Data** will only be accessible by a limited and defined number of recipients within **BFM** (such as employees) or our **Payment Partner**.

Please be assured that such access to your **Data** will be strictly on a “**need to know**” basis and will be subject to our internal privacy policy and an obligation of confidentiality.

- With our **Service Providers**: Your **Data** will generally not be disclosed to recipients outside **BFM** or our **Payment Partner**. In some cases, however, **BFM** uses third-party

sub-processors acting on its behalf under contracts that will include strict data protection obligations.

- In particular, we will provide your **Data** to service providers or suppliers as part of our normal business operations. Such **Service Providers** include (i) hosting services providers, (ii) data analytics providers, (iii) payment processors, and (iv) security services providers.

Please note that when it comes to connecting your CRM, Google, or Microsoft accounts to our Service **BFM** acts as an independent controller.

- In connection with an asset sale, merger, bankruptcy, or other business transaction: We may share **Data** while negotiating or in relation to a change of corporate control such as a restructuring, merger, or sale of our assets.
- With other third parties and with public authorities: In certain circumstances, we may also share and disclose such your information, if we believe in good faith that such disclosure is necessary or required: (i) to comply with a law, regulation, governmental or securities exchange requirement, court order, judicial proceeding, or legal process, such as a subpoena or a search warrant; (ii) to address a violation of the law; (iii) to investigate fraud or criminal activity, and to protect our rights or those of our affiliates, vendors and users, or as part of legal proceedings affecting or may affect us or our affiliates, vendors or users; and (iv) to allow BFM, to exercise its legal rights or respond to a legal claim.

How long do we keep your Data?

BFM has implemented a retention policy, setting retention periods taking into account the type of information that is collected and the purpose for which it was collected, bearing in mind the requirements applicable to the situation and the need to destroy outdated, unused information at the earliest reasonable time.

We only keep your Data for the time necessary for the purposes described above.

- **Contacts:** We retain your **Data** for the duration necessary to provide our **Services** and, thereafter in archives, to comply with our legal obligations, resolve disputes and enforce our policies.
- **BFM End Users:** We retain your Data for the duration of your active account on **BFM** . We may keep your **Data** for 5 years following the last activity in your account in order to comply with our legal and contractual obligations or to protect ourselves from any potential disputes (as required by laws applicable to record-keeping and to have proof and evidence concerning our relationship, should any legal issues arise following the termination of your account), all in accordance with our Data Retention Policy.

We retain this Data strictly on your behalf, in accordance with reasonable instructions and as further stipulated in our Data Policies and other commercial agreements with **Licensees** or other relevant customers.

Lastly, we retain **Data** in our suppression list for the duration necessary to provide our **Services**, which includes ensuring that any **Contacts** who are public figures or who have exercised their right to opt-out remain excluded from the **BFM Database**.

Once the retention period has passed, **BFM** takes the appropriate and adequate measures to dispose of all and any Data in a secure and lawful manner.

How to opt-out or access, rectify, and/or erase your Data

BFM allows you to access your **Data**, edit or obtain **Data** collected about you by contacting our **Team**.

Note that we maintain a suppression list which may include personal data, for the sole purpose of ensuring that opt-out requests are respected and that your contact information no longer appears in the **BFM Database** in the future if you have opted-out.

For any request relating to your Data, contact our **Privacy Team**. You may request:

- Information and access to a copy of your **Data**: you may obtain confirmation as to whether or not your **Data** is processed by **BFM**. As applicable you may get more information on the **Data** we hold and how your **Data** is processed and get a copy of your **Data**.
- Rectification of your **Data**: you may rectify your **Data** if it is inaccurate or incorrect or out-of-date. You may also have incomplete **Data** completed.
- Erasure of your **Data**: you may request the erasure of your **Data**, e.g. if you object to the processing of your **Data**. However, we may have legal or legitimate reasons for retaining the **Data** depending on the context.
- Limitation of processing: you may request a limitation of your **Data**, e.g. in case of issue or audit. We will mark your **Data** to limit their future processing.
- Data portability: you may receive the **Data** that you have provided to **BFM**, in a structured, commonly used and machine-readable format, and you have the right to transmit this **Data** to another data controller without hindrance from us. This right only applies where the processing of your **Data** is based on your consent or is **Data** you have provided to us for the performance of **the BFM TERMS OF SERVICE**.

You may also object to the processing of your **Data** for certain purposes.

- To stop receiving marketing communications from us: you may demand that we stop any direct marketing to you, at any time. You will find a link or instructions to unsubscribe in any such communications from us.

- For other purposes: you may object to the processing of your **Data** where such processing is based on legitimate interest as described above. Please describe the reasons relating to your particular situation to justify your request. If applicable, we will stop the processing unless we have compelling legitimate grounds.

If you have given us your consent, you may withdraw that consent at any time for future processing. This will not affect the lawfulness of the processing prior to the withdrawal of consent.

Minors

The products and services of BFM are not directly targeted to or intended for children under the age of 18. In the event that we become aware that a Contact or End User is under the age of 18 without the consent of their Legal Guardian, we will discard such information. If you have any reasons to believe that a minor has shared any information with us, please contact us at support@blackfoxmetaverse.in.

How do we safeguard and transfer your Data?

We will take all steps reasonably necessary to ensure your information is treated securely and in accordance with this **Privacy Notice**.

Once we receive your information, we take all appropriate technical and organisational measures, reasonable precautions, and follow industry best practices to safeguard your information against loss, theft, unauthorised use, access, or modification.

We are headquartered in Kanpur, UP and, while our Data is stored on Amazon Web Services, many of our Data processing activities are carried out from other countries including by staff operating outside India who work for us or for one of our service providers or partners..

Changes to this policy

BFM may modify this **Privacy Notice** from time to time, to reflect eventual changes in the way we process **Data**. If we make material changes to this policy (such as a change in our processing purposes, a change in the identity of the controller, or even a change regarding the way you can exercise your rights in relation to our processing activities), we will notify you, as appropriate, depending on the substance of the change, by email or by means of a notice on our website's homepage, prior to the changes becoming effective.

Contact us

Should you have any queries regarding this **Privacy Notice** or about how **BFM** uses your data that are not answered here, please contact our **Data Protection Officer**, Tanishk, email

If you are an End User, the relevant data controller is the BFM entity that your company contracts with, as set out in the Agreement.

Address of company

Complaints

If you feel that your data has not been handled correctly, or you are unhappy with our response to any requests you have made to us regarding the use of your **Personal Data**, you have the right to lodge a complaint. Please email the details of your complaint to:

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