

Terms of Use for Businesses

The terms "We" / "Us" / "Our"/"Company" individually and collectively refer to Branciau Technologies Pvt Ltd (**hereby referred to as "Buzygo"**) and the terms "**business**" "**merchant**" "**vendor**" refer to the **Merchant**.

This page states the Terms and Conditions under which business ("merchant") may use this website ("Website"). Please read this page carefully. If you do not accept the Terms and Conditions stated here, we would request you to exit this site. The business, any of its business divisions and / or its subsidiaries, associate companies or subsidiaries to subsidiaries or such other investment companies (in India or abroad) reserve their respective rights to revise these Terms and Conditions at any time by updating this posting. You should visit this page periodically to re-appraise yourself of the Terms and Conditions, because they are binding on all users of this Website.

I. Services provided by Buzygo:

- 1.1 Technology services: Buzygo offers a social commerce technology platform that will allow the Merchant to set-up an online store on Buzygo.com. That the Merchant can communicate with their customers, advertise their business and post offers. Further, the technology services include complimentary use of business tools available on buzygo.com through a login portal to be created by Buzygo for the Merchant.
- 1.2 Internet Marketing Services: Buzygo will run intensive internet marketing services for the entire marketplace to drive traffic. Further, Buzygo can also run specific internet marketing programs and traffic acquisition plans for the Merchant with a nominal fee decided by the Buzygo.com

II. Obligations of the Merchants:

- 2.1 The Merchant shall agree, abide and be bound by Buzygo Privacy Policy, Rules of usage and terms & conditions that are duly communicated in writing to the Merchant or are displayed on the website (buzygo.com) from time to time and are updated from time to time, which are incorporated herein by reference.
- 2.2 The Merchant shall create and upload his own content on their online store at Buzygo.com. The Merchant acknowledges that he/she shall be solely responsible for the content uploaded.

- 2.3 The Merchant shall be responsible for maintaining and publishing all information relating to their online store and shall have a non-exclusive right to display and advertise on the online platform.
- 2.4 The Merchant shall ensure that the business undertaken is not illegal under Indian laws. The Merchant acknowledges that any and all liabilities arising in connection with any defect, fault or shortcoming in the product(s) including but not limited to infringement of intellectual property rights of any third party, shall be of the Merchant solely and Buzygo shall not be liable for the same in any manner whatsoever. Under No circumstances shall Buzygo be liable for the damage caused due to the negligence or breach of the Merchant for the services provided.
- 2.5 The Merchant is strictly refrain from uploading any pornographic material, socially and politically objectionable items, adult/mature content or products, any other material which are of restricted nature / require an authorized license and any material protected by copyright, trademark, patent or trade secret or other laws without the permission of the author or owner. Buzygo shall not be liable for the same in any manner whatsoever and the Merchant agrees to keep Buzygo harmless and indemnified in this regard.

IV. Indemnity

- 4.1 To the fullest extent of law, the Merchant agrees to defend and hold Buzygo and its affiliated and related entities, and any of their shareholders, officers, directors, agents and employees harmless and indemnify against the liability of any claims, lawsuits, penalties and damages arising out of, resulting from, or in connection with to the services contemplated or breach of the representations and warranties guaranteed in this terms and conditions of Buzygo as available on buzygo.com.
- 4.2 In the event of a third party claim, Buzygo shall be entitled to provide the details of the product, Merchant, sales completed or pending, deliveries made as may be required by such third party with a prior consent of the Merchant or mandated by an order or judgment of any court or other judicial or quasi-judicial authorities. The Merchant shall be under an obligation to ensure that Buzygo is not made a party to any such third party claims arising out of the service provided by the Merchant and shall promptly and unilaterally take adequate steps to absolve Buzygo from any liability of any nature whatsoever, either present or anticipated.

V. Termination

Without prejudice to any other remedies BOTH PARTIES shall have the right, at any time, to terminate their business account listed on Buzygo. In the event of non-compliance or breach by one of the parties of the obligations binding upon it, the OTHER PARTY may terminate the agreement with immediate effect.