

PRODUCT LISTING POLICY

GENERAL TERMS

You will not post any content or sell any item on Badat Platform that is restricted or prohibited by a federal, state or local law in India.

Posting any content or listing any item below are specifically prohibited unless expressly permitted in writing by Badat. HOWEVER, THIS LIST IS NOT INTENDED TO BE EXHAUSTIVE AND MERELY INDICATIVE.

Badat has chosen to also prohibit the posting of items which may not be restricted or prohibited by law but are nonetheless controversial including:

Items that encourage illegal activities (e.g. lock pick tools, synthetic urine for cheating drug tests);

Items that are racially, religiously or ethnically derogatory, or that promote hatred, violence, racial or religious intolerance;

Giveaways, lotteries, raffles, or contests;

Pornographic materials or items that are sexual in nature;

Badat reserves the right to impose additional restrictions and prohibitions.

SPECIFICALLY PROHIBITED AND CONTROLLED ITEMS

DRUGS AND DRUG PARAPHERNALIA

Badat forbids any and all listing or sale of narcotics, psychotropic drugs, natural drugs, synthetic drugs, steroids and other controlled substances (including all drugs listed in Drugs and Cosmetics Act, Narcotics or Psychopathic Substances Act or any other law applicable).

Drug paraphernalia, including all items that are primarily intended or designed for use in manufacturing, concealing, or using a controlled substance.

The listing or sale of packaging materials which may be utilized to contain controlled substances, materials conducive to smuggling, storing, trafficking, transporting and manufacturing illicit drugs (e.g. marijuana grow lights), publications and other media providing information related to the production of illicit drugs.

EXPLOSIVE, HAZARDOUS CHEMICALS AND FIREARMS

The posting of explosives and related ignition and detonation equipment.

Radioactive substances, toxic and poisonous chemicals.

The posting, offering for sale, or offering for purchase of hazardous or dangerous materials.

Any service, instruction, process, or aid for producing any biological, chemical, or nuclear weapons, or other Weapons of Mass Destruction (WMD) or known associated agents.

The posting of, offering for sale, or offering for purchase of any arms, military ordnance, weapons (including explosive weapons), and/or any related parts and components (whether integral or otherwise).

Posting, offering for sale, or offering of purchase of weapons that can incapacitate or cause serious physical harm to others (e.g. stun guns, batons, crossbows).

Badat maintains discretion over what items are appropriate and may cause removal of a listing that it deems as a weapon.

GOVERNMENT, LAW ENFORCEMENT AND MILITARY ISSUED ITEMS

Following items are not permitted to be listed:

Articles of clothing or identification that claim to be, or appear similar to, official government uniforms.

Law enforcement badges or law enforcement equipment from any public authority, including badges issued by the government of any country.

Military decorations, medals and awards, in addition to items with substantially similar designs.

Police uniforms, police insignia and police vehicles.

There are some police items that may be listed on the Badat, provided they observe the following guidelines:

Authorized general souvenir items that do not resemble badges, and paperweights that do not contain badges.

Badges that are clearly not genuine or official.

Historical badges that do not resemble modern law enforcement badges, provided that the item description clearly states that the badge is a historical piece.

Any official, internal, classified or non-public documents.

Listing of police equipment and associated products

ADULT AND OBSCENE MATERIALS

The posting or sale of pornographic materials.

Items depicting or suggestive of bestiality, rape sex, incest or sex with graphic violence or degradation, and any items depicting or suggestive of sex involving minors, are strictly prohibited.

CIRCUMVENTION DEVICES AND OTHER EQUIPMENT USED FOR ILLICIT PURPOSES

Descramblers and other items that can be used to gain unauthorized access to television programming (such as satellite and cable TV), internet access, telephone, data or other protected, restricted, or premium services.

Devices designed to intentionally block, jam or interfere with authorized radio communications, such as cellular and personal communication services, police radar, global positioning systems (GPS) and wireless networking services (Wi-Fi).

The listing or sale of spy equipment and devices used for interception of wire, oral and electronic communications.

Bank card readers and “skimmers”.

Any and all unauthorized circumvention devices not included in the above are also strictly prohibited.

ILLEGAL SERVICES

Listings claiming to provide government services and related products.

The listing or sale of any form of invoices or receipts (including blank, pre-filled, or value added invoices or receipts).

COLLECTIONS, ARTIFACTS, COUNTERFEIT LEGAL TENDERS

Counterfeits of the identified articles, legal tender and stamps.

Reproductions or replicas of coins as collectible items must be clearly marked with the word "COPY", "REPRODUCTION" or "REPLICA" and comply with local laws.

Artefacts, cultural relics, historical grave markers, and related items are protected under the laws of India.

HUMAN PARTS, HUMAN REMAINS AND PROTECTED FLORA AND FAUNA

Listing of human body parts and remains.

The listing or sale of any animal (including any animal parts such as pelts, skins, internal organs, teeth, claws, shells, bones, tusks, ivory and other parts) protected by the Convention on

International Trade in Endangered Species of Wild Fauna and Flora (CITES) or any other local law or regulation.

OFFENSIVE MATERIAL AND INFORMATION DETRIMENTAL TO NATIONAL SECURITY

Any publication or other media containing state secrets or information detrimental to national security or public order.

Any information supporting or advocating infringement of national sovereignty, terrorist organizations or discrimination on grounds of race, sex, or religion.

Postings that are ethnically or racially offensive.

Materials advocating, promoting or otherwise supporting fascism, Nazism and other extreme ideologies.

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PRIVACY POLICY

This privacy policy ("Policy") explains our policy regarding the collection, use, disclosure and transfer of your information by Badat App Private Limited and/or its subsidiary(ies) and/or affiliate(s) (collectively referred to as the "Company" / "We"), which operates the website <https://Badat.app/> ("Site"), "Badat App" (the "App") available on Google Play Store, iOS and other similar platforms and other services. This Privacy Policy applies to all products and services provided by Badat and sets out how Badat may collect, use and disclose information in relation to Users of the Platform. This Privacy Policy forms part and parcel of the Terms of Use for the Badat App Services. Capitalized terms which have been used here but are undefined shall have the same meaning as attributed to them in the Terms of Use.

As we update, improve and expand the Badat App Service, this Policy may change, so please refer back to it periodically. By accessing the Site, App or otherwise using the Badat App Services, you consent to the collection, storage, and use of the personal information you provide (including any changes thereto as provided by you) for any of the services that we offer.

The Company respects the privacy of the Users of the Badat App Services and is committed to reasonably protect it in all respects. The information about the User as collected by the Company is: (a) information supplied by users and (b) information automatically tracked while using a mobile device having Badat App Services enabled (collectively referred to as "Information").

Information supplied by users

To avail certain Services on the Badat App, Users are required to provide certain personally identifiable information for the registration process which may include: a) their name, b) profile and store images, c) phone number, d) business entity information and any other such information as required. The Information as supplied by the users enables us to improve the Badat App Services and provide you the most user-friendly experience. In some cases/provision of certain service(s) or utility(ies), we may require your contact address as well. This information may be shared with third parties to enable certain features and functionalities in Badat (For example, chat). Further, upon downloading the App, Users are requested to share access to their contact list (as stored on their mobile device on which the App is downloaded), so as to enable the User to find relevant business connections on Badat. This contact list of the User is uploaded to <https://api.Badat.app>, for the purposes of improving and enhancing the User experience of the App. We do not share contact list data with any third party and treat this data as personal or sensitive data subject to the Privacy Policy, Secure Transmission, and Prominent Disclosure requirements of User.

All required Information is service dependent and the Company may use the above said User Information to, maintain, protect, and improve the Badat App Services, and for developing new services. We may also use your phone number without further consent for non-marketing or administrative purposes (such as notifying you of major changes, for customer service purposes, providing information about updates to Badat App Services, billing, etc.).

Any personally identifiable Information provided by you will not be considered as sensitive if it is freely available and/or accessible in the public domain. Further, any reviews, comments, messages, blogs posted/uploaded/conveyed/communicated by Users on the public sections of the Site or an Application Store (like the App Store or Play Store) becomes published content and is not considered personally identifiable Information which is subject to this Privacy Policy.

In case you choose to decline to submit personally identifiable Information on the Badat App/Site, we may not be able to provide certain services on the App/Site to you. We will make reasonable efforts to notify you of the same at the appropriate time. In any case, we will not be liable and or responsible for the denial of certain services to you for lack of you providing the necessary personal Information.

When you register with the Badat App Services, we may contact you from time to time about updation of your personal Information to provide the Users with such features that we believe may benefit/interest you.

Information about Products and Collections on Badat

Users may provide product-related information and may list it on Badat in the form of products or collections. Any product-related information (like posts, comments and images of the product) on Badat is not considered to be sensitive since it will be freely available and accessible in the public domain (On the Badat platform). While there are privacy options to limit accessibility of information, Badat in no way guarantees that this information will not be viewable or accessible by other users, and the User agrees to indemnify Badat App Services for any liability arising of information being viewed and downloaded by other Users or Third Parties. Furthermore, while Badat App Services will endeavor to make this data secure and only accessible to the parties the User chooses to share this information to, Badat App Services in no way guarantees the safety and consistency of this information.

Information automatically tracked while using the app or site:

Customer Information: We store the contact information of your customers, provided they sign up with Badat and voluntarily choose to share this information. We also keep a log of all orders, posts, and chat related communication to the customers.

Demographic and Related Information: We may reference other sources of demographic and other information in order to provide you with more targeted communications and promotions. We use Google Analytics, among others, to track the User behaviour on our website.

Log File Information: Our Servers automatically collect limited Information about your device's connection to the internet, including your IP address, when you visit our Site or use the App. We automatically receive and log Information from the App and/or your browser including but not limited to IP address, your device or computer's name, and your operating system, We may also collect log Information from your device, including but not limited to your location, IP address, your device's name, device's serial number or unique identification number (e.g. UDID on your iOS device, Android ID or ADID on your Android Device), your device operating system, browser type and version, CPU speed, and connection speed etc.

Cookies: To improve the responsiveness of the Site for our Users, we may use "cookies", or similar electronic tools to collect information to assign each visitor a unique, random number as a User Identification (User ID) to understand the User's individual interests using the identified computer. Our partners may also assign their own cookies to your browser, a process that we do not control.

Link to third party sites/ad-servers

The Site may include links to other websites. Such websites are governed by their respective privacy policies, which are beyond our control. Once you leave our servers (you can tell where you are by checking the URL in the location bar on your browser), use of any information you provide is governed by the privacy policy of the operator of the site you are visiting. That policy may differ from ours. If you can't find the privacy policy of any of these sites via a link from the website's homepage, you should contact the website directly for more information.

Information sharing

The Company may share the Information (including sensitive personal information) with any third party without obtaining the prior consent of the User in the following limited circumstances:

When it is requested or required by law or by any court or governmental agency or authority to disclose, for the purpose of verification of identity, or for the prevention, detection, investigation including cyber incidents, or for prosecution and punishment of offences. These disclosures are made in good faith and belief that such disclosure is reasonably necessary for enforcing the Terms of Use or for complying with the applicable laws and regulations. The Company may also present information related to credit records, User spends, patterns and User data tracked by the company only in the form of aggregated statistics on data such as overall app usage by date, time, balances, etc. within our app/site or to our partners.

Accessing and updating personal information

When you use the Site (or any of its sub sites), we make good faith efforts to provide you, as and when requested by you, with access to your personal Information and shall further ensure that any personal Information or sensitive personal data or Information found to be inaccurate or deficient shall be corrected or amended as feasible, subject to any requirement for such personal Information or sensitive personal data or Information to be retained by law or for legitimate business purposes. We ask individual Users to identify themselves and the Information requested to be accessed, corrected or removed before processing such requests, and we may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others, or would be extremely impractical (for instance, requests concerning Information residing on backup tapes), or for which access is not otherwise required. In any case, where we provide Information access and correction, we perform this service free of charge, except if doing so would require a disproportionate effort. Because of the way we maintain certain services, after you delete your Information, residual copies may take a period of time before they are deleted from our active servers and may remain in our backup systems.

Information storage and backup

From time to time, we take backup of your data on Badat App on our cloud database. This is done for the purpose of enabling Users to get their data back in case their phone's data becomes unusable, or phone gets lost, or the User moves to a new phone device. We also use this backup to provide useful insights and Information related to their usage of the app, and to provide Information related to product views, patterns and User data.

We shall keep your information in our records till the period of time where we can potentially offer the Badat App Services to you. After such period of time where Badat App Services are no more relevant to you, we remove all the Information from our records.

Information security

We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. These include internal reviews of our data collection, storage and processing practices and security measures, including appropriate encryption and physical security measures to guard against unauthorized access to systems where we store personal data. All Information gathered on the Badat App is securely stored within the controlled database. Access to the servers is password-protected and is strictly limited.

Updates/Changes

We may alter our Privacy Policy from time to time to incorporate necessary changes in technology, applicable law or any other variant. In any case, we reserve the right to change (at any point of time) the terms of this Privacy Policy or the Terms of Use. Any changes we make will be effective immediately on notice, which we may give by posting the new policy on the Site. Your use of the Badat App Services after such notice will be deemed acceptance of such changes. We may also make reasonable efforts to inform you via electronic mail. In any case, you are advised to review this Privacy Policy periodically on the Site to ensure that you are aware of the latest version.

Email: Badat.b2b@GMAIL.COM

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TERMS OF USE

These Terms of Use describe the terms and conditions applicable to your access and use of the website www.Badat.com and its mobile application platform (each a "Platform"). This document is a legally binding agreement between you as the user(s) of the Platform (referred to as "you", "your" or "User" hereinafter) and the Badat App Private Limited entity listed in clause 2.a below (referred to as "we", "our" or "Badat" hereinafter).

Application and Acceptance of the Terms

User's use of the Platform and Badat's services, software and products (collectively the as the "Services" hereinafter) is subject to the terms and conditions contained in this document as well as the Privacy Policy, The Product Listing Policy, and any other rules and policies of the Platform that Badat may publish from time to time.

This document and such other rules and policies of the Platform are collectively referred to below as the "Terms". By accessing the Platform or using the Services, User agrees to accept and be bound by the Terms. Please do not use the Services or access the Platform if you do not accept all of the Terms or are unable to be bound by the Terms.

User may not use the Services and may not accept the Terms if you are not of legal age to form a binding contract with Badat.

You acknowledge and agree that Badat may amend any Terms at any time by posting the relevant amended and restated Terms on the Platform. By continuing to use the Services or the Platform, you acknowledge to have accepted the amended Terms and agree that the amended Terms will apply to you.

The Terms may not otherwise be modified except in writing by an authorized officer of Badat.

Provision of Services

The Badat contracting entity that you are contracting with for access to the Platform is Badat App Private Limited. In case you avail services while accessing the Platform, that may be supported and/or provided by third party service provider(s), for all such services your contracting entity will be such third party service provider(s), as the case may be. Badat disclaims all liability for any

claims that may arise pursuant to your use of services provided by such third party service provider(s).

You must register as a member on the Platform in order to access and use Services. Further, Badat reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) subject to other conditions that Badat may impose in its discretion.

Fees and Charges Payable by User

User will pay to Badat, if applicable, fee for use and access of the Platform and for services availed while accessing the Platform that may be supported and/or provided by third party service provider(s) to the seller (collectively referred to as 'Platform Fee'). Platform Fee will be ascertained based on the criteria determined by Badat and communicated to the seller, from time to time.

The applicable Platform Fee shall be as communicated by Badat to the user(s), from time to time, via the Platform or through such other mode of communication as may be determined by Badat in its sole discretion. It shall be the user's responsibility to routinely check on such Platform Fee. In the event you continue to use the Platform and the services by third party service providers made available by the Platform, it shall be deemed that you have agreed to such change in the Platform Fee.

The Platform Fee shall be exclusive of all applicable taxes, including Goods and Services Tax.

The invoices for the Platform Fee shall be issued to you via the Platform

Users General Terms

You agree to use the Platform or Services solely for your own private and internal purposes. You agree that (a) you will not copy, reproduce, download, re-publish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc. available on or through the Platform (the "Site Content"), and (b) you will not copy, reproduce, download, compile or otherwise use any Platform Content for the

purposes of operating a business that competes with Badat, or otherwise commercially exploiting the Platform Content or systematic retrieval of Platform Content from the Platform to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes).

You must read Badat's Privacy Policy which governs the protection and use of personal information about Users of Platform. You accept the terms of the Privacy Policy and agree to the use of the personal information about you in accordance with the Privacy Policy.

Badat may allow Users access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), API or otherwise to such third parties' web sites. You are cautioned to read such third parties terms and conditions and/or privacy policies before using the Platform with respect to such content, products or services that you may avail. You acknowledge that Badat has no control over such third parties' web sites and shall not be responsible or liable to anyone for such web sites, or any content, products or services made available on such web sites.

You agree not to undertake any action which may undermine the integrity of Badat's feedback system.

By posting or displaying any information, content or material ("User Content") on the Platform or providing any User Content to Badat or our representative(s), you grant an irrevocable, perpetual, worldwide, royalty-free, and sub-licensable license to Badat to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, create derivative works, and otherwise use any or all of the User Content in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to the operation of the Platform, the provision of any Services and/or the business of the User. You confirm and warrant to Badat that you have all the rights, power and authority necessary to grant the above license.

User agree, undertake and confirm that User's use of Platform shall be strictly governed by the following binding principles:

User shall not host, display, upload, modify, publish, transmit, update or share any information which:

belongs to another person and to which User does not have any right to;

is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever; or unlawfully threatening or unlawfully harassing including but not limited to "indecent representation of women" within the meaning of the Indecent Representation of Women (Prohibition) Act, 1986;

is misleading in any way;

is patently offensive to the online community, such as sexually explicit content, or content that promotes obscenity, paedophilia, racism, bigotry, hatred or physical harm of any kind against any group or individual;

harasses or advocates harassment of another person;

involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming" or messages using Badat communication platform;

promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libellous;

infringes upon or violates any third party's rights [including, but not limited to, intellectual property rights, rights of privacy (including without limitation unauthorized disclosure of a person's name, email address, physical address or phone number) or rights of publicity];

promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);

provides material that exploits people in a sexual, violent or otherwise inappropriate manner or solicits personal information from anyone;

provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

contains video, photographs, or images of another person (with a minor or an adult).

tries to gain unauthorized access or exceeds the scope of authorized access to the Platform or to profiles, blogs, communities, account information, bulletins, friend request, or other areas of the Platform or solicits passwords or personal identifying information for commercial or unlawful purposes from other users;

engages in commercial activities and/or sales without prior written consent such as contests, sweepstakes, barter, advertising and pyramid schemes, or the buying or selling of "virtual" products related to the Platform. Throughout this Terms of Use, Badat's prior written consent

means a communication coming from Badat's Legal Department, specifically in response to Your request, and specifically addressing the activity or conduct for which You seek authorization;

solicits gambling or engages in any gambling activity which, in sole discretion, believes is or could be construed as being illegal;

interferes with another User's use and enjoyment of the Platform or any other individual's User and enjoyment of similar services;

refers to any website or URL that, in sole discretion, contains material that is inappropriate for the Platform or any other website, contains content that would be prohibited or violates the letter or spirit of these Terms of Use.

harm minors in any way;

infringes any patent, trademark, copyright or other proprietary rights or third party's trade secrets or rights of publicity or privacy or shall not be fraudulent or involve the sale of counterfeit or stolen products;

violates any law for the time being in force;

deceives or misleads the addressee/ users about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

impersonate another person;

contains 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, cancel-bots, 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;

threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

shall not be false, inaccurate or misleading;

shall not, directly or indirectly, offer, attempt to offer, trade or attempt to trade in any item, the dealing of which is prohibited or restricted in any manner under the provisions of any applicable law, rule, regulation or guideline for the time being in force.

shall not create liability for Badat or cause Badat to lose (in whole or in part) the services of our internet service provider ("ISPs") or other suppliers;

You shall not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Platform or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Platform or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Platform. Badat reserve its right to bar any such activity.

User shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network,

or to any of the services offered on or through the Platform, by hacking, password "mining" or any other illegitimate means.

Unless expressly permitted, User shall not probe, scan or test the vulnerability of the Platform or any network connected to the Platform nor breach the security or authentication measures on the Platform or any network connected to the Platform. User may not reverse look-up, trace or seek to trace any information on any other User or visitor to Platform, or any other user, including any account on the Platform not owned by User, to its source, or exploit the Platform or any service or information made available or offered by or through the Platform, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than User's own information, as provided for by the Platform.

User Accounts

User must be registered on the Platform to access or avail the Services. Except with Badat's approval, one User may only register one account on the Platform. Badat may cancel or terminate a User's account if Badat has reasons to suspect that the User has concurrently registered or controlled two or more accounts. Further, Badat may reject User's application, without assigning any reasons thereof, for registration for any other reason.

A set of User ID and OTP (One Time Password) / password is unique to a single account. You shall be solely responsible for maintaining the confidentiality and security of your user ID and password and for all activities that occur under User's account. You agree that all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any terms & conditions or rules, subscribing to or making any payment for any services, sending emails using the Platform or other communications) will be deemed to have been authorized by you.

User's Responsibilities

You represents, warrants and agrees that (a) you are at least eighteen (18) years of age or above and are fully able and competent to understand and agree to the Terms (b) you have full power and authority to accept the Terms, to grant the license and authorization and to perform the obligations hereunder; (c) you use the Platform and Services for business purposes only; and (d) the address you provide when registering is the principal place of business of your business entity.

User will be required to provide information or material about User's entity, business or products/services as part of the registration process on the Platform or your use of any Service or the User account. Each User represents, warrants and agrees that (a) such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Platform or Service is true, accurate, current and complete, and (b) User will maintain and promptly amend all information and material to keep it true, accurate, current and complete.

User consents to the inclusion of the contact information about User in Badat's database.

You represents, warrants and agrees that (a) you shall be solely responsible for obtaining all necessary third party licenses and permissions regarding any User Content that you submit, post or display; (b) any User Content that User submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party ("Third Party Rights"); (c) User have the right and authority to sell, trade, distribute or export or offer to sell, trade, distribute or export the products or services described in the User Content and such sale, trade, distribution or export or offer does not violate any Third Party Rights.

Breaches

Badat reserves the right in its sole discretion, without intimation to the User, remove, modify or reject any User Content that User submit to, post or display on the Platform which Badat reasonably believes is unlawful, violates the Terms, could subject Badat or its affiliates to liability, or is otherwise found inappropriate in Badat's opinion.

If any User breaches any Terms, or if Badat has reasonable grounds to believe that a User is in breach of any Terms, Badat shall have the right to take such disciplinary actions as it deems appropriate, including without limitation: (i) suspending or terminating the User's account and any and all accounts determined to be related to such account by Badat in its discretion; (ii) restricting, downgrading, suspending or terminating the subscription of, access to, or current or future use of any Service; (iii) removing any product listings or other User Content that the User has submitted, posted or displayed; and (v) any other corrective actions, discipline or penalties as Badat may deem necessary or appropriate in its sole discretion.

Badat reserves the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, Badat may disclose the User's identity and contact information, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action.

Each User agrees to indemnify Badat, its affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages, losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from your submission, posting or display of any User Content, from your use of the Platform or Services, or from your breach of the Terms.

Transactions Between Users

For any Services, Badat does not represent either the seller or the buyer in specific transactions. Badat 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 Platform or the ability of the sellers to complete a sale or the ability of buyers to complete a purchase.

Users agree that Badat cannot and does not confirm each User's purported identity. Badat encourage Users to exercise discretion and caution while dealing with various Users.

Each User acknowledges that it is fully assuming the risks of conducting any purchase and sale transactions (hereinafter referred to as "Transaction Risk") in connection with using the Platform or Services, and that it is fully assuming 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 the Platform.

In the event that any User has a dispute with any party to a transaction, such User agrees to release and indemnify Badat (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such transaction. This clause shall also apply to any additional services opted for by the User by accessing any link from Badat site to avail of services related to the transaction of buy-sell conducted on the Badat Platform.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES PROVIDED BY Badat ON OR THROUGH THE PLATFORM ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND Badat HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, AND UNDERTAKINGS ARE HEREBY EXCLUDED.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, Badat MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE PLATFORM; Badat DOES NOT REPRESENT OR WARRANT THAT THE MANUFACTURE, IMPORTATION, EXPORT, DISTRIBUTION, OFFER, DISPLAY, PURCHASE, SALE AND/OR USE OF PRODUCTS OR SERVICES OFFERED OR DISPLAYED ON THE PLATFORM DOES NOT VIOLATE ANY THIRD PARTY RIGHTS; AND Badat MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING ANY PRODUCT OR SERVICE OFFERED OR DISPLAYED ON THE PLATFORM.

Force Majeure

Under no circumstances shall Badat be held liable for any delay or failure or disruption of the content or services delivered through the Platform resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

Intellectual Property Rights

Badat is the sole owner or lawful licensee of all the rights and interests in the Platform and the Platform Content. All title, ownership and intellectual property rights in the Platform and Platform Content shall remain with Badat or licensors of the Platform Content, as the case may be. All rights not otherwise claimed under the Terms or by Badat are hereby reserved.

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applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

Notices

All legal notices or demands to or upon Badat shall be made in writing and sent to Badat personally, by courier, certified mail, or facsimile to the following entity and address: Badat App Private Limited, 603 The CoWorking Space, Symphony IT Park, Chandivali, Powai, Mumbai 400072, Attn: Legal Department. The notices shall be effective when they are received by Badat in any of the above-mentioned manner.

All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to Badat, or by posting such notice or demand on an area of the Platform that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when, a) Badat is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or b) immediately upon Badat posting such notice on an area of the Platform that is publicly accessible without charge.

General Provisions

Subject to any terms & conditions, the Terms constitute the entire agreement between User and Badat with respect to and govern User's use of the Platform and Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

Badat and User are independent contractors, and no agency, partnership, joint venture, employee-employer relationship is intended or created by the Terms.

If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

Badat's failure to enforce any right or failure to act with respect to any breach by User under the Terms will not constitute a waiver of that right nor a waiver of Badat's right to act with respect to subsequent or similar breaches.

Badat shall have the right to assign the Terms (including all of our rights, titles, benefits, interests, and obligations and duties in the Terms to any person or entity (including any affiliates of Badat). User may not assign, in whole or part, the Terms to any person or entity.

We respect third parties Intellectual Property Rights. If your rights are being infringed, you notify us by submitting the Notice Form attached to this policy

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

Note on Third Party User Listings: Please keep in mind that Third Party User listings are merely hosted on Badat and are posted solely by the Third Party Users who may be contacted via their "User Information" page, accessible from any of their listings.

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

Notice Form

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

E-mail: Badat.b2b@gmail.com
Subject Line: Notice of Infringement

(We will accept a signed PDF via e-mail with the subject line "Notice of Infringement").

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

Notice Form

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

Contact information

Your and/ or your company's name, address, telephone number and contact email address;

The contact email address and/or name which we will provide to Third Party Sellers (if relevant) so they may contact you to resolve any issues regarding your notification to us. If you do not provide a separate contact email, you authorize us to use the contact information you provide in while registering at Badat.

Listing's details and Allegation of Infringed Right:

The listing's URL and detailed description of the information that you claim is infringing your rights is located on Badat Platform; if regarding a Third Party User listing please also provide the name used to identify the User on the Platform.

A description of your intellectual property right(s) that you claim has/have been infringed. Please provide the copy of Trademark Certificate / Copyright Registration Certificate / Patent Registration Certificate. [Please also provide as to how you have arrived in determining that third party Intellectual Property Rights have been infringed]

Include the following statement: "I have a good faith belief that the portion of the listing(s) described above violate(s) the intellectual property rights owned by the intellectual property

owner or its agent, nor is such use otherwise permissible under law." [Please provide a copy of authorization Certificate in favour of applicant]

Include the following statement: "I represent that the information in this notification is true and correct and that I am the intellectual property owner or authorised to act on behalf of the intellectual property owner for the rights described above."