

LEGAL DOCUMENTS

1. END USER LICENSE AGREEMENT (EULA)

bizhorizons.com - END USER LICENSE AGREEMENT

Effective Date: March 11, 2026

This End User License Agreement ("EULA" or "Agreement") is entered into between **MSB Management and Technology Solutions Pvt. Ltd.** ("Company," "we," "us," or "our"), a company registered under the laws of the Republic of India, and you, the end user ("User," "you," or "your"), with respect to the use of the BizHorizons platform ("Platform," "Service," or "Website") and all associated tools, features, and functionalities.

By accessing, browsing, registering, or using the bizhorizons.com Platform in any manner, you acknowledge that you have read, understood, and agree to be bound by this EULA and all terms, conditions, and disclaimers contained herein. If you do not agree to these terms, you must not access or use the Platform.

1.1 Grant of License

Subject to your compliance with this EULA and all applicable laws, MSB Management and Technology Solutions Pvt. Ltd. grants you a limited, non-exclusive, non-transferable, revocable license to access and use the bizhorizons.com Platform solely for lawful, personal business purposes related to B2B commerce activities between businesses in India and the United Arab Emirates.

License Terms:

- The license is personal to you and cannot be assigned, sublicensed, or transferred to any third party
- You may use the Platform for your internal business operations only
- Any commercial use beyond stated purposes requires explicit written authorization
- The license terminates immediately upon violation of this EULA or upon notice from the Company

1.2 Permitted Use

You are permitted to:

1. **Access and Browse** - View products, services, and listings available on the Platform
2. **Create Business Profile** - Establish a verified business account subject to verification procedures
3. **List Products/Services** - Upload and manage product or service listings in compliance with Platform policies
4. **Communicate** - Participate in community discussions, forums, and messaging within community guidelines
5. **Execute Transactions** - Engage in B2B transactions through the Platform's integrated payment and transaction mechanisms
6. **Participate in Communities** - Join industry-specific or interest-based communities on the Platform

1.3 Prohibited Use

You shall NOT use the Platform for:

1. **Illegal Activities** - Any activity violating Indian laws (Information Technology Act 2000, Bharatiya Nyaya Sanhita 2023, Competition Act 2002, Foreign Trade Policy, etc.) or UAE laws (UAE Penal Code, Federal Law 15/2020 Consumer Protection Law, Federal Decree-Law 46/2021)
2. **Fraud and Deception**
 - Providing false business information or documentation
 - Misrepresenting products, services, or business credentials
 - Creating fake reviews, ratings, or testimonials
 - Engaging in price manipulation or collusion with other sellers
 - Using multiple accounts to create artificial activity or evade bans
3. **Intellectual Property Violations**
 - Uploading content that infringes copyrights, trademarks, or patents
 - Using trademarked terms without authorization
 - Plagiarizing product descriptions or business materials
 - Violating trade secrets or confidential business information
4. **Counterfeit and Restricted Goods**
 - Listing counterfeit products or goods bearing fraudulent marks
 - Selling prohibited items as per India Export Policy or UAE regulations
 - Trading in restricted materials (hazardous substances, weapons, narcotics)
 - Facilitating illegal trade in endangered species or materials
5. **Harassment and Abusive Conduct**
 - Threatening, harassing, or abusing other users or Company staff
 - Discriminating based on caste, religion, gender, nationality, disability, sexual orientation

- Cyberbullying, doxxing, or releasing personal information without consent
- Spreading hate speech or inciting violence
- Engaging in sexual harassment or explicit propositions

6. Platform Manipulation

- Attempting to gain unauthorized access to Platform systems
- Using automated bots, scrapers, or tools to circumvent security
- Hacking, reverse-engineering, or attempting to breach security measures
- Distributing malware, viruses, or harmful code
- DDoS attacks or other cyber attacks on Platform infrastructure

7. Spam and Abusive Practices

- Sending unsolicited commercial messages or spam
- Posting repetitive, irrelevant, or disruptive content
- Artificially inflating metrics through fake interactions
- Phishing or attempting to collect credentials from other users
- Pyramid schemes, multi-level marketing, or recruitment scams

8. Community Violations

- Derailing discussions with off-topic inflammatory content
- Using profanity or abusive language in community spaces
- Impersonating other users, businesses, or Company representatives
- Posting adult content, explicit material, or graphic violence
- Promoting substances that violate local laws or regulations
- Sharing medical or legal advice without proper credentials

9. Data Misuse

- Collecting personal data without consent
- Using Platform data for unauthorized commercial purposes
- Selling or trading user contact information
- Storing or retaining Platform data beyond permitted use
- Attempting to deanonymize pseudonymous users

10. Circumventing Policies

- Attempting to bypass payment systems or transaction verification
- Evading Platform moderation through alternate accounts
- Circumventing geographic restrictions or export controls
- Using VPNs or proxies to misrepresent location (where applicable to restrictions)

1.4 License Restrictions

You may NOT:

1. Reverse-engineer, decompile, disassemble, or attempt to derive the source code of the Platform
2. Modify, adapt, translate, or create derivative works based on the Platform
3. Remove, obscure, or alter any proprietary notices, labels, or warnings on the Platform
4. Sublicense, rent, lease, sell, or transfer your license to third parties
5. Use the Platform for competitive analysis or to develop competing services
6. Bypass technological protection measures or security features
7. Integrate the Platform with third-party services without written authorization
8. Cache or store substantial portions of Platform content
9. Link to the Platform in ways that frame or misrepresent the Platform's content
10. Use the Platform in any manner that could damage, disable, or impair the Platform

1.5 Intellectual Property Rights

Ownership by Company:

- All Platform content, design, graphics, logos, and functionality are the exclusive property of MSB Management and Technology Solutions Pvt. Ltd.
- The BizHorizons, bizhorizons.com names, logo, and branding are protected trademarks
- All underlying source code, database structure, and technical infrastructure remain the Company's property
- The Platform is protected by international copyright and trademark laws

User-Generated Content:

- You retain ownership of content you create (product descriptions, business information, reviews)
- By uploading content, you grant the Company a perpetual, worldwide, non-exclusive, royalty-free license to use, reproduce, modify, and distribute your content for Platform operations and improvement
- The Company may use anonymized content for analytics, research, and Platform enhancement
- You warrant that your content does not infringe third-party rights

Proper Attribution:

- When using third-party content, you must provide proper attribution
- All images, videos, and materials must be original or properly licensed
- The Company may remove infringing content and terminate your license for repeated violations

1.6 User Accounts and Registration

Account Creation:

1. Users must be 18 years or older and of legal capacity to conduct business
2. Users must provide accurate, current, and complete business information during registration
3. Users must verify their identity and business credentials through our verification process
4. B2B users must provide: business registration documents, tax identification numbers, authorized signatory information, and business contact details

Account Responsibilities:

- You are responsible for maintaining the confidentiality of your password and account credentials
- You must notify us immediately of any unauthorized access or security breach
- You are liable for all activities conducted through your account
- Each business is limited to one primary account; multiple accounts may result in termination
- You must update your information to reflect any changes in business status or ownership

Account Termination:

- The Company may terminate your account for violations of this EULA
- You may request account deletion, provided no ongoing disputes or transactions exist
- Upon termination, access to your account is immediately revoked
- Data retention policies apply as per Privacy Policy; some data may be retained for legal compliance

1.7 Warranty Disclaimers

"AS-IS" BASIS:

The Platform is provided "AS-IS" and "AS-AVAILABLE" without warranties of any kind, whether express or implied.

The Company expressly disclaims:

1. Warranties of merchantability, fitness for a particular purpose, or non-infringement
2. Warranties regarding accuracy, completeness, or reliability of Platform content
3. Warranties that the Platform will be uninterrupted, error-free, or secure
4. Warranties that defects will be corrected or that viruses will not be present
5. Warranties regarding third-party links or external content accessible through the Platform

NO GUARANTEES:

- The Company does not guarantee that transactions will be completed, accepted, or successful
- The Company does not guarantee the legitimacy, credibility, or financial solvency of users
- The Company does not warrant the quality of products or services offered by users
- The Company does not guarantee dispute resolution outcomes or mediation success

User Due Diligence:

You acknowledge that you are responsible for:

- Verifying the credentials and legitimacy of trading partners
- Conducting independent background checks and market research
- Evaluating product quality and pricing independently
- Assessing financial and reputational risks of potential traders
- Seeking professional advice before major transactions

1.8 Limitation of Liability

MAXIMUM LIABILITY:

To the maximum extent permitted by law, the Company's total liability for all claims arising from this EULA, the Platform, or your use thereof shall not exceed the amount you paid to the Company in the 12 months preceding the claim, or INR 5,000 (whichever is greater).

EXCLUDED DAMAGES:

The Company shall NOT be liable for:

1. Lost profits, lost business, lost revenue, or loss of opportunity
2. Lost data, data corruption, or data loss
3. Loss of use, availability, or functionality of systems
4. Indirect, incidental, special, consequential, or punitive damages
5. Damages arising from third-party actions, user conduct, or trading partner defaults
6. Business interruption, service failures, or operational losses
7. Damages from delays in transaction processing or settlement

This limitation applies even if:

- The Company has been advised of the possibility of such damages
- The damages were reasonably foreseeable
- The Company was negligent in providing the Platform

1.9 Indemnification

You agree to indemnify, defend, and hold harmless MSB Management and Technology Solutions Pvt. Ltd., its officers, directors, employees, agents, and representatives from any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising from or related to:

1. Your use of the Platform in violation of this EULA
2. Your user-generated content or information uploaded to the Platform
3. Your conduct in community discussions or communications with other users
4. Your business transactions facilitated through the Platform
5. Third-party claims that your content infringes their intellectual property rights
6. Your breach of applicable laws or regulations
7. Your violation of third-party rights or contracts

1.10 Modifications to EULA and Platform

Right to Modify:

The Company reserves the right to modify this EULA at any time. Material changes will be communicated through the Platform, email, or other reasonable means. Your continued use of the Platform following such modifications constitutes acceptance of the updated EULA.

Material Changes Requiring Consent:

- Changes that significantly increase your obligations
- Changes that substantially alter fee structures or payment terms
- Changes that expand the Company's rights to use your data
- Changes that fundamentally alter the Platform's functionality

For material changes, users will be given 30 days' notice. If you do not accept the changes, you may terminate your account.

Platform Modifications:

The Company may modify, suspend, or discontinue any part of the Platform without liability, provided that:

- Existing transactions in progress are completed
- Users are given reasonable notice of significant changes
- The Platform remains substantially consistent with its primary purpose

1.11 Third-Party Services and Links

External Links:

The Platform may contain links to third-party websites, services, or applications not controlled by the Company. The Company is not responsible for:

- Content, accuracy, or policies of external websites
- Security practices or data handling of third parties
- Performance, availability, or functionality of external services
- Any harm, loss, or damage resulting from your use of third-party services

No Endorsement:

Links to third-party services do not constitute endorsement, approval, or partnership. You use external services at your own risk.

Third-Party Integrations:

If the Platform integrates with third-party payment gateways, shipping providers, or services, your use of such integrations is governed by those providers' terms and policies. The Company is not liable for failures or issues with third-party services.

1.12 Dispute Resolution and Governing Law

Governing Law:

This EULA shall be governed by and construed in accordance with the laws of India, specifically the Information Technology Act 2000, Digital Personal Data Protection Act 2023, and other applicable Indian laws. For transactions involving UAE participants, relevant provisions of UAE laws shall apply concurrently where applicable.

Dispute Resolution Process:**Step 1: Amicable Resolution (30 days)**

- Either party may initiate dispute resolution by written notice
- The parties shall attempt to resolve disputes through good-faith negotiation
- The Company's designated dispute resolution contact will be provided upon request
- Both parties shall make reasonable efforts to reach settlement within 30 days

Step 2: Mediation (if necessary)

- If amicable resolution fails, either party may request formal mediation
- A neutral mediator mutually agreed upon by both parties will be appointed
- Mediation shall take place via virtual platforms or at mutually agreed locations
- Mediation costs shall be borne equally unless otherwise agreed
- Mediation period shall not exceed 60 days

Step 3: Arbitration

- If mediation fails, disputes shall be referred to binding arbitration
- **For Indian users:** Arbitration shall be conducted under the Arbitration and Conciliation Act, 1996
- **For UAE users:** Arbitration may be conducted under UAE Arbitration Law or UNCITRAL Rules
- A single arbitrator shall be appointed for claims below INR 50,00,000
- Three arbitrators shall be appointed for claims exceeding INR 50,00,000
- Arbitration shall be conducted in English language
- Arbitration venue: Bengaluru, India, or as mutually agreed
- The arbitrator's decision shall be final and binding
- Costs of arbitration shall be borne by the non-prevailing party unless otherwise decided

Litigation (Limited Cases):

- For matters requiring injunctive relief or specific enforcement, either party may approach courts of competent jurisdiction
- For Indian users: Courts of Bengaluru shall have exclusive jurisdiction
- For UAE users: Courts of Dubai or Abu Dhabi may exercise jurisdiction concurrently
- Users consent to the jurisdiction of these courts for enforcement of this EULA

Waiver of Class Actions:

You agree that any arbitration or legal proceedings shall be conducted on an individual basis, not as part of a class action, collective action, or representative proceeding. You expressly waive the right to participate in class actions against the Company.

1.13 Severability and Waiver

Severability:

If any provision of this EULA is found to be invalid, illegal, or unenforceable by a court or arbitrator, such provision shall be modified to the minimum extent necessary to make it enforceable, or if not possible, severed from this EULA. The remaining provisions shall continue in full force and effect.

Waiver:

The failure of the Company to enforce any right or provision of this EULA shall not constitute a waiver of such right or provision. The Company's waiver of any provision in one instance does not constitute a waiver of that provision in future instances.

1.14 Entire Agreement

This EULA, together with the Privacy Policy, Terms of Use, and Community Guidelines, constitutes the entire agreement between you and the Company regarding the Platform and supersedes all prior negotiations, representations, and agreements, whether oral or written.

No employee, agent, or representative of the Company is authorized to modify this EULA except through an official written amendment executed by authorized Company representatives.

2. PRIVACY POLICY

bizhorizons.com - PRIVACY POLICY

Effective Date: March 11, 2026

2.1 Introduction and Commitment

MSB Management and Technology Solutions Pvt. Ltd. ("Company," "we," "us") is committed to protecting your privacy and ensuring transparent data practices. This Privacy Policy explains how we collect, use, disclose, retain, and safeguard your personal data when you access, browse, or use the bizhorizons.com platform ("Platform," "Service," or "Website").

This Privacy Policy applies to:

- Business users registering and using the Platform
- Visitors browsing the Platform without creating accounts
- All data collected through web interfaces, mobile applications, APIs, or integrated services
- Data collected both directly from you and from third parties with your consent

Please read this Privacy Policy carefully. By using the Platform, you acknowledge that you have read, understood, and consent to the data practices described herein.

If you do not consent to these practices, please do not use the Platform.

2.2 Applicability and Governing Laws

This Privacy Policy is subject to:

In India:

- Digital Personal Data Protection Act, 2023 (DPDPA)
- Information Technology Act, 2000 (particularly Section 43A and 79)
- Indian Telegraph Act, 1885
- Bharatiya Nyaya Sanhita (Criminal Code), 2023
- Any sector-specific regulations applicable to B2B transactions

In United Arab Emirates:

- Federal Law No. 5/2012 on Combating Cybercrimes
- Federal Law No. 15/2020 on Consumer Protection
- Federal Decree-Law No. 46/2021 on Electronic Transactions and Trust Services
- Federal Decree-Law No. 14/2023 on Modern Technology-Based Trade

International Standards:

- ISO/IEC 27001 Information Security Management principles
- Industry best practices for B2B data handling
- Regional data protection standards

2.3 Categories of Personal Data Collected

We collect personal data falling into the following categories:

A. Identification and Business Information

Mandatory Information Required for Registration:

- Legal business name and registered business address
- Business registration certificate number (CIN/PAN for Indian entities, CR number for UAE entities)
- Tax identification numbers (PAN, GSTIN for India; Federal Tax Number for UAE)

- Authorized signatory details (name, email, phone)
- Business registration date and industry classification
- Nature of business and product/service categories
- Business website or social media profiles (if applicable)
- Industry certifications or compliance credentials

Optional Information:

- Business logo or branding materials
- Company history or background information
- Employee count and organizational structure
- Annual turnover or revenue information

B. Contact Information

Required:

- Primary email address (business)
- Primary phone number (business)
- Business address with postal code
- Country of operation (India and/or UAE)

Optional:

- Secondary contact numbers
- Regional office addresses
- Alternate contact persons
- WhatsApp or other messaging identifiers

C. Financial Information

Payment and Transaction Data:

- Bank account details or payment method information
- Payment history and transaction records
- Invoice and billing information
- Currency preferences and payment terms
- Refund or chargeback records
- Payment gateway transaction IDs

Note: Sensitive financial data is processed only through secured, PCI-DSS compliant payment gateways. The Company does not directly store complete bank account or credit card details.

D. Product and Service Information

Listing Information:

- Product or service descriptions
- Pricing information and cost structures
- Product specifications, categories, and quantities
- Images, videos, or multimedia content
- Inventory or availability status
- Product certifications or compliance documentation

E. Communication Records

Direct Communications:

- Messages exchanged with potential trading partners
- Support tickets or inquiries sent to Company support
- Feedback, complaints, or suggestions submitted
- Community discussion posts and comments
- Email correspondence and communication history
- Recording of video calls or virtual meetings (with consent)

F. Community Participation Data

Community Engagement:

- Posts, comments, and discussions in community forums
- Participation history in industry groups or communities
- Endorsements, ratings, or recommendations given to other users
- Event registrations or webinar attendance
- Educational content consumed on the Platform

G. Transaction and Behavioral Data

Usage Patterns:

- Pages visited and features accessed
- Time spent on different sections of the Platform
- Search queries and browsing history on the Platform
- Products viewed, favorited, or inquired about
- Offers made or received
- Negotiation history and communication logs
- Dispute resolution interactions

H. Device and Connection Information

Technical Data:

- IP address and device identifiers (MAC address)
- Browser type and version
- Operating system and device type (mobile, desktop, tablet)
- Mobile app version and operating system version
- Connection type (WiFi, mobile data, broadband)
- Device settings and unique identifiers
- Crash reports and error logs
- Timestamp of all access activities

I. Location Information

Geographic Data:

- Country and city from which you access the Platform (inferred from IP address)
- Timezone information
- GPS location (only with explicit consent, if applicable)
- Warehouse or shipping location information provided during registration

J. Identification Verification Data

KYC/Verification Documents:

- Government-issued identification documents (passport, Aadhaar, Emirates ID)
- Business registration documents and certificates
- Tax compliance documents
- Proof of address documents
- Director/signatory identification documents
- Video verification records (with consent)

Note: Verification documents are handled with heightened security and retained only as long as legally required.

K. Transactional Dispute Data

Dispute and Compliance Information:

- Complaint details and dispute descriptions
- Evidence provided during dispute resolution
- Communication history related to disputes
- Arbitration or mediation records
- Refund and resolution documentation

2.4 Legal Basis for Data Processing

Under the DPDPA, 2023, we process your personal data based on the following legal bases:

A. Explicit Informed Consent

Provided When:

- You register for the Platform
- You choose to participate in optional features
- You subscribe to newsletters or marketing communications
- You participate in surveys, feedback, or research initiatives

Consent Management:

- You can withdraw consent at any time through account settings
- Withdrawal of consent does not affect the lawfulness of processing before withdrawal
- A Consent Manager is available for consent-related queries and management

B. Legitimate Business Interests

Processed For:

- Platform security and fraud prevention
- Transaction processing and order fulfillment
- Improvement of user experience and Platform functionality
- Business analytics and market research
- Compliance with legal and regulatory obligations
- Enforcement of terms and protection of rights

C. Contract Performance

Necessary For:

- Processing and fulfilling your business transactions
- Communication regarding orders or services
- Delivery of purchased products or services
- Payment processing and financial reconciliation
- Dispute resolution and customer support

D. Compliance with Law

Required For:

- Fulfilling obligations under Indian laws (IT Act, DPDPA, tax laws, export regulations)
- Fulfilling obligations under UAE laws (Consumer Protection, E-commerce regulations)
- Responding to government requests, court orders, or legal processes
- Anti-money laundering (AML) and Know Your Customer (KYC) compliance
- Export control and sanctions verification

E. Protection of Vital Interests

Collected For:

- Prevention of fraud, money laundering, or financial crimes
- Detection and prevention of security breaches
- Enforcement of security and safety measures
- Protection of user rights and safety

2.5 Purposes of Data Processing

We use your personal data for the following purposes:

A. Service Delivery and Transactions

- 1. Registration and Account Management**
 - Creating and maintaining your business account
 - Verifying your identity and business credentials
 - Managing account access and security
- 2. Transaction Processing**
 - Processing purchase and sale orders
 - Managing payments and invoicing
 - Handling product delivery and logistics
 - Facilitating fund transfers and settlements
- 3. Order Management**
 - Sending order confirmations and updates
 - Managing order status and delivery tracking
 - Processing returns, refunds, and replacements
 - Handling order-related inquiries

B. Communication and Customer Support

- 1. Transactional Communications**
 - Order confirmations and shipping notifications
 - Account verification and security alerts
 - Payment receipts and invoices
 - Updates regarding your transactions
- 2. Customer Support**
 - Responding to your queries and support requests
 - Providing technical assistance and troubleshooting

- Addressing complaints and concerns
- Facilitating dispute resolution
- 3. **Marketing Communications** (with consent)
 - Sending newsletters and industry insights
 - Notifying about new products or services relevant to your business
 - Promotional offers and special deals
 - Webinar invitations and educational content
 - Product recommendations based on your interests

C. Platform Improvement and Analytics

1. **User Experience Enhancement**
 - Analyzing usage patterns to improve Platform design
 - Testing new features and functionalities
 - Optimizing Platform performance and speed
 - Personalizing your experience based on preferences
2. **Business Intelligence**
 - Generating aggregate market insights and trends
 - Understanding market demand and supply patterns
 - Creating anonymized reports for industry analysis
 - Conducting user satisfaction surveys and feedback collection
3. **Product Development**
 - Developing new features based on user feedback
 - Improving existing functionalities
 - Creating data-driven product enhancements

D. Safety, Security, and Fraud Prevention

1. **Fraud Detection and Prevention**
 - Identifying suspicious activity and unauthorized access
 - Detecting fraudulent transactions or accounts
 - Preventing money laundering and financial crimes
 - Monitoring for counterfeit goods or prohibited items
2. **Account Security**
 - Detecting unauthorized access attempts
 - Monitoring unusual account behavior
 - Enforcing security protocols and measures

- Protecting against hacking and cyber attacks

3. Platform Security

- Identifying and preventing cyber threats
- Analyzing security vulnerabilities
- Implementing protective measures
- Maintaining audit trails for security purposes

E. Legal Compliance and Enforcement

1. Regulatory Compliance

- Complying with RBI regulations and export control requirements
- Meeting GSTIN and tax compliance obligations
- Complying with UAE Ministry of Economy requirements
- Maintaining records for regulatory audits

2. Law Enforcement

- Responding to government requests and legal processes
- Cooperating with law enforcement agencies
- Supporting civil or criminal litigation
- Enforcing intellectual property rights

3. Terms Enforcement

- Enforcing this EULA and Terms of Use
- Taking action against violations
- Suspending or terminating accounts for misconduct
- Protecting Company rights and user rights

F. Dispute Resolution and Legal Proceedings

1. Dispute Management

- Documenting and investigating complaints
- Facilitating mediation or arbitration
- Maintaining records for dispute resolution
- Supporting litigation if necessary

G. Business Operations

1. Internal Operations

- Managing supplier and vendor relationships
- Financial planning and budgeting
- Performance tracking and analytics

- Staff training and quality assurance

2. Communication with You

- Sending policy updates and important notices
- Managing preferences and account settings
- Handling preferences for data retention

2.6 Data Retention

We retain personal data only as long as necessary to fulfill the purposes for which it was collected and to comply with legal obligations.

Retention Periods by Data Category

A. Active Account Data

- **Duration:** For the entire duration of your account, plus 3 years after account closure
- **Includes:** Basic identification, contact, and transaction information
- **Purpose:** Compliance with tax laws, dispute resolution, and business records

B. Transaction and Financial Data

- **Duration:** Minimum 7 years from the date of transaction (compliant with Indian tax and audit requirements)
- **Includes:** Invoices, payment records, order details, refund information
- **Purpose:** Tax compliance, audit requirements, dispute resolution

C. Communication Records

- **Duration:** 2 years from the date of communication, or until dispute resolution is complete
- **Includes:** Support emails, messages, feedback, complaint records
- **Purpose:** Customer support, dispute resolution, quality assurance

D. Community Posts and Comments

- **Duration:** For the duration of your account; may be anonymized after account closure
- **Includes:** Forum posts, community discussions, reviews
- **Purpose:** Community moderation, platform improvement, reference

E. Device and Connection Information

- **Duration:** 6 months to 1 year, unless required for security investigation
- **Includes:** IP logs, device identifiers, access timestamps
- **Purpose:** Security monitoring and fraud detection

F. Identification Verification Documents

- **Duration:** 5 years from submission, or as required by law

- **Includes:** KYC documents, identification proofs, verification records
- **Purpose:** Regulatory compliance, fraud prevention, account security

G. Dispute and Legal Records

- **Duration:** 7 years from dispute resolution or legal conclusion
- **Includes:** Complaint details, evidence, mediation records, arbitration documentation
- **Purpose:** Legal compliance, evidence preservation, potential appeals

H. Marketing and Analytics Data

- **Duration:** 2 years from last interaction, or until consent is withdrawn
- **Includes:** Email engagement, survey responses, feedback
- **Purpose:** Marketing optimization, business insights

I. Deleted or Inactive Accounts

- **Duration:** 6 months to 1 year (grace period for recovery)
- **Includes:** All account data before permanent deletion
- **Purpose:** Data recovery assistance, regulatory compliance

Special Retention for Compliance:

- Data required to comply with government mandates or court orders is retained for the period specified by law
- Data necessary for ongoing or threatened litigation is retained until conclusion
- Data related to AML/KYC compliance is retained for the full period required by regulatory authorities

Data Deletion:

- After retention periods expire, data is securely deleted or anonymized
- You may request deletion of your data subject to legal retention requirements
- Some data cannot be deleted due to legal or contractual obligations
- Deletion requests are processed within 30 days

2.7 Data Sharing and Disclosure

A. Internal Sharing

Within MSB Management and Technology Solutions Pvt. Ltd.;

- Data is shared with employees and contractors who need it for legitimate business purposes
- All internal sharing is subject to confidentiality obligations
- Employees are trained on data protection and privacy practices
- Access is limited based on the principle of least privilege

Departments with Access:

1. **Customer Support and Operations** - For transaction and account management
2. **Fraud and Security Team** - For fraud detection and platform security
3. **Compliance and Legal** - For regulatory compliance and dispute resolution
4. **Finance and Accounting** - For billing, payments, and financial reporting
5. **Product and Engineering** - For Platform improvement and technical support (anonymized where possible)
6. **Marketing** - For marketing communications and user research (with consent)

B. Third-Party Sharing

Payment Gateways and Financial Processors:

- Payment processors (Stripe, Razorpay, local UAE payment providers) receive payment information
- Data shared: Payment method, transaction amount, billing address
- Purpose: Payment processing and fraud detection
- Legal basis: Contract performance and fraud prevention
- Data protection: PCI-DSS compliance required

Shipping and Logistics Providers:

- Courier services receive shipping addresses and order details
- Data shared: Recipient name, address, phone, order description
- Purpose: Delivery of products
- Legal basis: Contract performance
- Data protection: Contractual confidentiality agreements

Dispute Resolution Services:

- Mediators or arbitrators may receive relevant transaction and communication records
- Purpose: Dispute resolution and arbitration
- Legal basis: Contract and legitimate interest
- Confidentiality: Protected by arbitration confidentiality agreements

Government and Regulatory Authorities:

- Data may be disclosed in response to legal requests, court orders, or government mandates
- Data shared: Information relevant to the legal request
- Purpose: Compliance with law
- Legal basis: Compliance with legal obligations
- Transparency: Users will be notified unless legally prohibited

Cooperating Law Enforcement:

- Information may be provided to law enforcement agencies investigating crimes
- Purpose: Prevention and investigation of fraud, money laundering, terrorism financing
- Legal basis: Compliance with law and vital interest protection
- Confidentiality: Subject to confidentiality agreements with authorities

C. Third-Party Service Providers

Data Processors (Sub-processors):

We use third-party service providers for specific functions. These processors handle data only as instructed and are bound by confidentiality agreements.

Common Processors:

1. **Cloud Hosting Providers** - For Platform hosting and data storage (AWS, Azure, Google Cloud)
2. **Email Service Providers** - For sending transactional and marketing emails
3. **Analytics Platforms** - For understanding user behavior and Platform performance
4. **CRM and Customer Support Tools** - For managing customer interactions
5. **Data Backup and Recovery Services** - For business continuity
6. **Security and Anti-fraud Services** - For detecting and preventing fraud
7. **KYC Verification Services** - For identity and business verification

Data Protection Agreements:

- All third-party processors are bound by Data Processing Agreements (DPAs)
- DPAs specify data handling practices, security measures, and confidentiality obligations
- Processors must comply with applicable data protection laws
- The Company remains liable for any breaches by processors

D. Non-Sharing Commitments

We DO NOT:

- Sell personal data to third parties for profit
- Share data with competitors or marketing agencies without explicit consent
- Share data with social media platforms for profiling (except with specific consent)
- Rent or lease mailing lists or user information
- Engage in data broking or unauthorized data trading
- Share sensitive financial information with unauthorized parties
- Disclose information that would compromise your business confidentiality

2.8 Data Security and Protection Measures

We implement comprehensive security measures to protect your personal data from unauthorized access, disclosure, alteration, and destruction.

A. Technical Security Controls

Encryption:

- All data in transit uses TLS/SSL encryption (minimum 256-bit)
- Sensitive data at rest is encrypted using AES-256 encryption
- Payment data is handled through PCI-DSS compliant payment gateways
- Encryption keys are managed securely with restricted access

Access Controls:

- Role-based access control (RBAC) limits data access based on job requirements
- Multi-factor authentication (MFA) required for all administrative access
- Unique user identifiers and activity logging for audit trails
- Periodic access reviews to remove unnecessary access

Network Security:

- Firewalls and intrusion detection systems protect against unauthorized access
- Regular security scans and vulnerability assessments
- DDoS protection mechanisms
- Network segmentation to isolate sensitive systems

Database Security:

- Databases are protected with strong authentication and encryption
- Regular database backups with encryption and secure storage
- Database activity monitoring to detect suspicious queries
- Periodic security audits of database configurations

B. Operational Security Measures

Access Management:

- Only authorized personnel have access to personal data
- Documented access procedures with approval workflows
- Regular access audits and removal of unnecessary access
- Separation of duties between authorization and processing

Data Handling Procedures:

- Documented policies for secure data handling and transfer
- Secure deletion procedures for outdated or unnecessary data
- Restrictions on printing or copying sensitive data

- Secure transport methods for data between locations

Employee Training:

- Mandatory data protection and privacy training for all employees
- Regular security awareness programs
- Specialized training for staff handling sensitive data
- Code of conduct including confidentiality obligations

Incident Response:

- Documented incident response plan for data breaches
- Designated incident response team with clear roles
- Procedures for investigating and containing breaches
- User notification protocols compliant with legal requirements
- Regular testing of incident response procedures

C. Organizational Security Measures

Governance:

- Data Protection Officer responsible for privacy compliance
- Privacy impact assessments for new features or data processing
- Regular compliance audits and reviews
- Board-level oversight of data protection practices

Vendor Management:

- Third-party vendors are required to maintain security standards
- Security assessments of new vendors before engagement
- Regular audits of processor security practices
- Contractual requirements for data protection

Business Continuity:

- Disaster recovery plan for data loss scenarios
- Regular backups stored in geographically diverse locations
- Testing of backup and recovery procedures
- Business continuity plan for maintaining service availability

D. Physical Security

Office Security:

- Restricted access to offices and facilities housing servers
- Visitor management and access logs
- Secure storage of physical documents containing personal data

- CCTV monitoring of secure areas
- Secure destruction of physical documents (shredding)

E. Compliance Certifications

- ISO/IEC 27001 Information Security Management System certification
- Regular SOC 2 Type II audits
- Compliance with DPDPA 2023 requirements
- PCI-DSS compliance for payment data

Note: While we implement industry-leading security measures, no system is 100% secure. Users are responsible for maintaining confidentiality of their passwords and reporting suspicious activity immediately.

2.9 Your Rights and Choices

Under the DPDPA, 2023, you have specific rights regarding your personal data. The Company respects and facilitates the exercise of these rights.

A. Right to Access

What It Means:

You have the right to know what personal data the Company holds about you, how it is used, and with whom it is shared.

How to Exercise:

- Submit a written request to our Data Protection Officer
- Specify the data category or information you want to access
- Provide proof of identity for verification purposes
- Request will be processed within 30 days

What You'll Receive:

- Detailed information about data collected and processed
- Purposes for which data is used
- Categories of recipients
- Retention period for the data
- Information about your other rights

B. Right to Correction and Updating

What It Means:

You can request correction of inaccurate, incomplete, or outdated personal data.

How to Exercise:

- Log into your account and update information directly through account settings
- Submit a correction request to our support team with evidence of corrections needed

- Specify which information is inaccurate or requires updating
- Provide supporting documentation if necessary

Processing:

- Reasonable correction requests will be processed immediately
- The Company will notify you of corrections made
- You may request confirmation of corrections to other recipients

C. Right to Erasure ("Right to be Forgotten")

What It Means:

Under certain conditions, you can request deletion of your personal data.

When Erasure is Permitted:

- When data is no longer necessary for the purposes it was collected
- When you withdraw consent and there's no other legal basis for processing
- When you object to processing and no compelling reason exists
- When data has been processed unlawfully
- When deletion is required by law

When Erasure May be Refused:

- When data is required for legal compliance (tax, financial records)
- When ongoing disputes or legal proceedings exist
- When data is necessary for payment processing
- When deletion would compromise other users' rights
- When data is required for Platform security

How to Exercise:

- Submit an erasure request to the Data Protection Officer
- Specify which data should be deleted
- If withdrawal of consent is the basis, clearly state this
- The Company will respond within 30 days

Partial Deletion:

- Data necessary for legal compliance will be retained but marked as no longer active
- Transaction and dispute data may be anonymized rather than deleted
- You will be informed of any data that cannot be deleted

D. Right to Data Portability

What It Means:

You can request your personal data in a structured, commonly used format and can request transfer to another service provider.

Data Included:

- Your account information and profile data
- Transaction and order history
- Communication records
- Community contributions (posts, ratings, reviews)
- Any other data you've provided

How to Exercise:

- Submit a portability request to the Data Protection Officer
- Specify the data format (CSV, JSON, PDF, etc.)
- Request will be processed within 30 days
- Data will be provided in machine-readable format

Limitations:

- Trade secrets or confidential business information may be withheld
- Data that would compromise other users' privacy may be redacted
- Data that is not technically separable from other users' data may not be portable

E. Right to Object to Processing

What It Means:

You can object to processing of your data for specific purposes, particularly for marketing or analytics.

Grounds for Objection:

- Processing for marketing communications
- Processing for analytics and business intelligence
- Processing for legitimate business interest where no compelling reason exists
- Processing that constitutes automated decision-making

How to Exercise:

- Unsubscribe from marketing emails through the link provided
- Submit an objection request through your account settings
- Contact the Data Protection Officer with specific objections
- State the legal basis for objection

Exceptions:

- Objections to necessary transaction processing cannot be accepted
- Objections to legal compliance cannot override legal obligations
- Some objections may be partially denied if legitimate interests override

F. Right to Restrict Processing

What It Means:

You can request that the Company restrict processing of your data while you challenge its accuracy or lawfulness.

When Processing May Be Restricted:

- When you dispute the accuracy of data (during verification period)
- When processing is unlawful but you prefer restriction to deletion
- When Company no longer needs the data but you need it for legal claims
- When you've objected to processing pending review

Effect of Restriction:

- Data will be marked and not actively processed
- Data will only be used for specific exceptions (legal claims, etc.)
- You will be informed before restriction is lifted
- Restriction period typically does not exceed 90 days

How to Exercise:

- Submit a restriction request to the Data Protection Officer
- Specify the data and reason for restriction
- Provide supporting information
- Request will be processed within 30 days

G. Right to Withdraw Consent

What It Means:

For data processing based on your consent, you can withdraw consent at any time.

How to Exercise:

- Through account settings to unsubscribe from specific processing
- By email to the Data Protection Officer
- By choosing to opt-out of specific data uses
- Withdrawal is effective immediately

Effect:

- Processing based on withdrawn consent stops immediately
- Previously processed data may continue to be used for legal compliance
- Withdrawal does not affect other legitimate bases for processing

H. Rights Related to Automated Decision-Making

What It Means:

You have rights regarding automated decisions that significantly affect you.

Scope:

- Automated fraud detection and account suspension
- Automated recommendations or filtering
- Algorithmic ranking of your listings
- Automated content moderation

Your Rights:

- To know when automated decision-making is used
- To request human review of significant automated decisions
- To express your point of view and contest decisions
- To understand the logic behind decisions

How to Exercise:

- Request explanation of any automated decision affecting you
- Provide additional context or information for reconsideration
- Request human review by the Company
- Escalate to dispute resolution if unsatisfied

I. Exercising Your Rights

How to Submit Requests:

1. **Online:** Through your account settings (where available)
2. **Email:** Send detailed requests to support@bizhorizons.com with subject "Data Subject Right Request - [Your Name]"
3. **Mail:** Send written requests to:
Data Protection Officer
MSB Management and Technology Solutions Pvt. Ltd.
Bengaluru, India

Request Details Required:

- Your full name and account information
- Specific right you're exercising
- Data categories affected
- Reason for the request (where applicable)
- Preferred format for response
- Supporting documentation (where necessary)

Processing Timeline:

- Standard requests: 30 days from receipt
- Complex requests: up to 60 days with written explanation
- Urgent requests: expedited where possible
- Extension notice: Provided if processing requires more time

Response Format:

- Information provided in clear, understandable language
- Format as requested (digital, printed, etc.)
- Scope defined to requested information
- Cost-free unless requests are excessive or manifestly unfounded

Denial Explanation:

- If a request is denied, reasons will be provided
- Information about right to appeal
- Instructions for dispute escalation
- Timeframe for appeal

No Discrimination:

- Exercising rights cannot result in discrimination or service denial
- You cannot be denied service for exercising privacy rights
- Exceptions exist only where necessary for Platform functionality

2.10 California and Other Jurisdiction Considerations

While bizhorizons.com primarily serves India and UAE, if you are located in other jurisdictions with data protection laws, the following additional provisions apply:

California Consumer Privacy Act (CCPA) and California Privacy Rights Act (CPRA):

- If you are a California resident, you have additional rights to know, delete, and opt-out of sale of personal information
- The Company does not "sell" personal data as defined by CCPA
- California residents can exercise rights through our data subject rights process
- Opt-out of targeted advertising through your browser settings

European Union - GDPR:

- For EU residents, GDPR provisions may apply in addition to DPDPA
- Right to lodge complaints with EU data protection authorities
- Transfers of data to India include appropriate safeguards

Other Jurisdictions:

- Where another jurisdiction's data protection law applies, we will comply with the more protective standard
- Users are advised to check local laws regarding their rights

2.11 Cookies and Tracking Technologies

What Are Cookies:

Cookies are small files stored on your device containing information about your browsing and usage.

Types of Cookies Used:**A. Essential Cookies**

- Function: Required for Platform to operate
- Purpose: Session management, security, preferences
- Duration: Session or longer
- Consent: Not required (necessary for functionality)
- Examples: Login session cookies, CSRF protection tokens

B. Analytics Cookies

- Function: Understand how you use the Platform
- Purpose: User behavior analysis, performance monitoring
- Duration: Up to 2 years
- Consent: Required
- Tools: Google Analytics, Mixpanel

C. Marketing Cookies

- Function: Track interests for marketing purposes
- Purpose: Personalized recommendations, targeted promotions
- Duration: Up to 2 years
- Consent: Required
- Note: Can be disabled through preferences

D. Third-Party Cookies

- Function: Tracking across multiple websites
- Purpose: Advertising, analytics, social media
- Duration: Varies
- Consent: Required
- Providers: Advertising networks, social platforms

Managing Cookies:

- Most browsers allow you to control cookie acceptance
- You can delete cookies from your device settings
- Disabling cookies may limit some Platform features
- Cookie preferences can be managed through your account

Pixel Tags and Tracking:

- Platform may use pixel tags for analytics

- Pixel tags are small, transparent images that track your actions
- Used for understanding user journeys and conversion tracking
- Data is anonymized when possible

Do Not Track:

- If your browser sends a "Do Not Track" signal, we will honor it for applicable purposes
- Some tracking may continue for essential Platform functionality

2.12 International Data Transfers

Transfer Mechanism:

While the Company is based in India and primarily serves India-UAE traders, data may be transferred internationally for business continuity and backup purposes.

Where Data is Transferred:

- Cloud hosting may store data in multiple geographic locations (US, EU, Asia-Pacific)
- Backup data may be stored in geographically diverse locations for disaster recovery
- Third-party processors may maintain data in their home jurisdictions

Safeguards for Transfers:

- Transfers are subject to documented Data Processing Agreements
- Third countries must provide adequate protection levels
- Where inadequate, Standard Contractual Clauses (SCCs) or Binding Corporate Rules may apply
- Your rights remain protected across all jurisdictions

Your Consent:

- By using the Platform, you consent to necessary international transfers
- Sensitive data requiring special protection is encrypted before transfer
- You can opt-out of non-essential processing involving transfers

2.13 Marketing Communications and Preferences

Marketing Communications Offered:

1. **Email Newsletters** - Industry insights, market trends, product updates
2. **Promotional Offers** - Special deals, discounts, new features
3. **Personalized Recommendations** - Products or services based on interests
4. **Webinars and Events** - Invitations to educational content and networking events
5. **Survey and Feedback Requests** - Your opinions and suggestions
6. **Account Updates** - Important changes or maintenance notifications

Opt-In and Opt-Out:

- Marketing communications require affirmative consent (opt-in)
- You can unsubscribe from specific communication types anytime
- Unsubscribe links are provided in every marketing email
- Update preferences through your account settings
- Opt-out is processed within 5 business days
- Transactional communications (orders, passwords) cannot be opted out from

Frequency:

- Marketing emails are sent based on your selected preferences
- We limit frequency to avoid overwhelming users
- Special promotions are limited to once per week maximum
- You can request further frequency reduction

Third-Party Marketing:

- We do not share your email address with third parties for their marketing
- Third-party marketing only occurs with explicit consent
- You can object to third-party marketing at any time
- We do not allow third parties to email you on our behalf

2.14 Children and Minors

Age Requirement:

The Platform is intended for businesses and is not directed to children under 18 years of age. Users must be 18+ and of legal capacity to conduct business.

If You are Under 18:

- Do not use the Platform
- Do not provide information to us
- Parents or guardians should contact us if personal data is submitted by minors

If We Become Aware of Minor Use:

- We will delete the account and personal data
- No marketing to minors
- Parental consent required if data from minors is processed

Protection of Young Adults:

- While 18+ years are legally able to use the Platform, additional care is taken with users aged 18-25
- Fraud protection is heightened
- Communication provides extra context for important decisions

2.15 Data Breach Notification

Our Commitment:

In the event of a data breach, we are committed to transparent and timely notification.

Definition of Data Breach:

Unauthorized access, disclosure, alteration, or destruction of personal data resulting in loss of confidentiality, integrity, or availability.

Notification Procedure:**Step 1: Detection and Assessment (Immediate)**

- Breach is immediately identified and investigated
- Scope and impact are assessed
- Determination is made regarding breach severity

Step 2: Containment (Within 24 hours)

- Unauthorized access is terminated
- Vulnerabilities are addressed
- Data is secured to prevent further unauthorized access

Step 3: User Notification (Without undue delay)

- Users affected by breach are notified
- Notification includes: Nature of breach, data affected, potential risks, recommended actions
- Notification method: Email, SMS, or in-app notification
- Communication is in clear, understandable language

Step 4: Regulatory Notification (As required)

- If breach involves personal data and users are unable to directly protect themselves, authorities are notified
- Required under IT Act Section 43A and DPDPA regulations
- Notification includes: Details of breach, personal data affected, impact assessment, remedial action

Timeline:

- Detection to user notification: Within 72 hours (DPDPA requirement)
- If delay is necessary for investigation: Provided without undue delay with explanation

What Users Should Do:

- Review breach notification details carefully
- Monitor accounts for suspicious activity
- Change passwords immediately
- Report any fraudulent activity to us and relevant authorities
- Consider freezing credit if financial data was compromised

Post-Breach Actions:

- Root cause analysis is conducted
- Remedial measures are implemented
- Security systems are upgraded
- Preventive measures prevent recurrence
- Lessons learned are documented

2.16 Changes to This Privacy Policy

Right to Modify:

We reserve the right to update this Privacy Policy to reflect changes in practices, technology, legal requirements, or other factors. We regularly review and update this policy.

Notice of Changes:

- Material changes are communicated through the Platform, email, or other prominent means
- Non-material changes may be updated without prior notice
- Effective date is clearly indicated on this Privacy Policy

Material Changes Affecting User Data:

- For changes that affect how your data is used, notice will be provided 30 days before implementation
- You will have the opportunity to withdraw consent or delete your data before new processing begins
- Continued use of the Platform after changes constitutes acceptance

What Constitutes Material Changes:

- New purposes for data processing
- Changes to recipients of data
- Extension of retention periods
- Introduction of new third-party processors
- Changes in your rights or Company obligations

2.17 Data Protection Officer and Privacy Contacts

Data Protection Officer:

The Company has appointed a dedicated Data Protection Officer responsible for privacy matters.

Contact Information:

Data Protection Officer
MSB Management and Technology Solutions Pvt. Ltd.
Email: privacy@bizhorizons.com
Address: Bengaluru, India

UAE Contact:

Email: privacy-uae@bizhorizons.com

Complaints and Escalation:

- Contact the Data Protection Officer for privacy complaints
- Complaints will be investigated and resolved within 30 days
- If unsatisfied with response, escalate to:
 - **India:** State Data Protection Authority (when established) or cybercrime.gov.in
 - **UAE:** General Authority for Regulation of Telecommunications (TTRA)

Support:

- For privacy questions, contact privacy@bizhorizons.com
- For data subject rights requests, use formal request procedures
- For account-specific data issues, use in-app support

2.18 Compliance and Legal Basis Summary

This Privacy Policy complies with:

Indian Laws:

- Digital Personal Data Protection Act, 2023 (DPDPA)
- Information Technology Act, 2000 (particularly Sections 43A and 79)
- Bharatiya Nyaya Sanhita, 2023
- Indian Telegraph Act, 1885
- RBI Guidelines on data security and export controls

UAE Laws:

- Federal Law No. 5/2012 on Combating Cybercrimes
- Federal Law No. 15/2020 on Consumer Protection
- Federal Decree-Law No. 46/2021 on Electronic Transactions
- Federal Decree-Law No. 14/2023 on Modern Technology-Based Trade

International Standards:

- ISO/IEC 27001 Information Security practices
- Industry best practices for data protection

3. TERMS OF USE – bizhorizons.com COMPREHENSIVE TERMS OF USE

Effective Date: March 11, 2026

Last Updated: March 11, 2026

3.1 Binding Agreement

These Terms of Use ("ToU" or "Terms"), together with the End User License Agreement (EULA) and Privacy Policy, constitute a legally binding agreement between you ("User," "you," "your," "Member," "Seller," or "Buyer") and **MSB Management and Technology Solutions Pvt. Ltd.** ("Company," "Platform," "we," "us," "our," "[Horizons.com](https://horizons.com)"), a company registered in India under the Companies Act, 2013.

By accessing, using, or participating in bizhorizons.com, you represent, acknowledge, and agree that:

1. You have read, understood, and accept all terms and conditions herein
2. You are 18 years of age or older and of legal capacity to enter contracts
3. You have the authority to bind your business to these terms
4. You agree to comply with all applicable laws and regulations
5. You are not prohibited from conducting business by any law or regulation
6. You are not listed on any sanctions lists (OFAC, UN, etc.)

If you do not agree to these terms, you must immediately cease using the Platform.

3.2 Definitions and Interpretations

Key Defined Terms:

- **"bizhorizons.com" or "Platform"** - The B2B marketplace website, mobile application, APIs, and all associated services operated by the Company
- **"Service" or "Services"** - All features, functionalities, and services provided through the Platform
- **"User" or "Member"** - Any business, organization, or individual who accesses or uses the Platform
- **"Seller" or "Supplier"** - User who lists and offers products or services for sale on the Platform
- **"Buyer" or "Purchaser"** - User who searches for and purchases products or services through the Platform
- **"Community" or "Communities"** - Discussion forums, groups, networking spaces, and collaboration areas within the Platform
- **"Content"** - All information, data, images, videos, descriptions, reviews, and communications posted on the Platform
- **"Listing"** - A product or service offering posted by a Seller, including description, price, and terms
- **"Transaction"** - A contract between Buyer and Seller facilitated through the Platform

- **"Orders"** - Requests to purchase products or services from Sellers
- **"Payment"** - Consideration provided by Buyer for products or services
- **"Dispute"** - Disagreement between users or between user and Company regarding transactions, conduct, or Services
- **"Violation"** - Breach of these ToU or other Platform policies
- **"Account"** - The registered profile of a User on the Platform

Interpretation Rules:

- "Including" means "including but not limited to"
- "May" indicates discretion; "shall" and "must" indicate obligation
- Headings are for convenience only and do not define meaning
- These ToU are to be interpreted broadly to protect users and Company

3.3 Platform Description and Service Scope

What is bizhorizons.com:

bizhorizons.com is a Business-to-Business (B2B) online marketplace connecting small and medium enterprises (SMEs) primarily from India and the United Arab Emirates for international trade and commerce.

Primary Purpose:

The Platform facilitates:

1. **Product and Service Marketplace** - Sellers list products/services; Buyers discover and purchase
2. **B2B Networking** - Users build professional connections, partnerships, and business relationships
3. **Community Engagement** - Industry-specific discussions, knowledge sharing, and collaborative learning
4. **Trade Information** - Market data, trade insights, regulatory information, and business intelligence
5. **Transaction Facilitation** - Order management, payment processing, delivery coordination, and dispute resolution

Geographic Scope:

- **Primary Markets:** India and United Arab Emirates
- **Secondary Markets:** Other countries subject to export control compliance
- **Jurisdictional Applicability:** India, UAE, and other applicable jurisdictions
- **Expansion:** Platform may expand to additional countries with updated terms

Platform as Intermediary:

The Company:

- **Does NOT** act as a party to transactions between users
- **Does NOT** guarantee performance by users
- **Does NOT** hold money on behalf of users (except as payment processor)

- **Does NOT** guarantee product quality or authenticity
- **Acts as:** Facilitator of connections, transactions, and dispute resolution mechanisms
- **Provides:** Technology platform, moderation services, transaction tools, and support services

Users Acknowledge:

- Transactions are directly between Buyer and Seller
- Company is not liable for user conduct or transaction defaults
- Users conduct independent due diligence on trading partners
- Users are responsible for their business decisions and transactions

3.4 User Eligibility and Registration

A. Eligibility Requirements

You must meet **ALL** of the following to use bizhorizons.com:

Age and Capacity:

- Be at least 18 years of age
- Have the legal capacity to enter contracts in your jurisdiction
- Not be legally prohibited from conducting business
- Be of sound mind and legal competence

Business Status:

- Be a registered business (business registration required)
- Have valid tax identification numbers (PAN/GSTIN for India, FTN for UAE)
- Operate legally in your jurisdiction
- Not be operating under a business that is legally prohibited

Regulatory Compliance:

- Not be subject to sanctions (OFAC, UN, EU, etc.)
- Not be listed on any prohibited parties lists
- Not be engaged in prohibited businesses (illegal goods, services, etc.)
- Not have legal restrictions on international trade
- Not be subject to criminal prohibitions from operating businesses

No Conflict of Interest:

- Not be a Company employee or immediate family member (without disclosure)
- Not have previous accounts terminated for violations
- Not be attempting to circumvent previous bans or restrictions
- Not have financial interests that conflict with fair Platform use

Jurisdiction Restrictions:

While the Platform primarily serves India-UAE trade, users from the following regions face restrictions:

- Sanctioned countries as per OFAC, UN, or Indian government lists
- Countries with export restrictions per India's Export Policy
- Regions with import restrictions as per UAE regulations
- Users in restricted jurisdictions may face account suspension

B. Registration Process**Information Required:****1. Business Information (Mandatory)**

- Legal registered business name (as per registration certificate)
- Business registration number (CIN for India, CR for UAE, equivalent for other countries)
- Registered office address with postal code and country
- Type of business (industry classification)
- Nature of business or primary products/services

2. Identification Information (Mandatory)

- Authorized signatory name (person authorized to act on behalf of business)
- Authorized signatory email address
- Authorized signatory mobile phone number
- Government-issued ID of authorized signatory (for verification)

3. Financial Information (Mandatory)

- Business tax identification number (PAN for India, FTN for UAE)
- GST registration number (if applicable in India)
- Payment method preferences
- Billing address (can be same as registered address)
- Preferred currency (INR, AED, etc.)

4. Communication Preferences (Mandatory)

- Primary email address for official communication
- Primary phone number (business/direct mobile)
- Preferred language for communications
- Preferred communication method (email, SMS, WhatsApp)

5. Optional Information

- Secondary contact person details
- Office phone number

- Website or social media profiles
- Business certifications or compliance credentials
- Industry memberships or associations
- Partner or investor relationships (for certain sectors)

Verification Process:

Step 1: Self-Declaration (Immediate)

- Provide above information accurately
- Accept terms and conditions
- Agree to Platform policies
- Receive temporary account access for additional steps

Step 2: Document Verification (2-3 Business Days)

- Submit copies of business registration documents
- Provide tax identification proof
- Authorize government/tax authority verification check
- Provide authorized signatory identification
- Account status: "Pending Verification"

Step 3: Video Verification (Within 7 Days)

- Participate in brief video verification call with Company representative
- Present government-issued ID for identity confirmation
- Confirm information accuracy
- Answer basic business questions
- Account status: "Verified" or "Additional Documentation Required"

Step 4: Compliance Check (Ongoing)

- Screening against sanctions lists and prohibited parties lists
- Verification of business registration authenticity
- Cross-check against regulatory databases
- Account status: "Active" or "Account Restricted"

Timeline:

- **Without verification:** Limited account features, restrictions on listing and transactions
- **With verification:** Full account features unlocked
- **Expedited verification:** Available for business partners of verified sellers (subject to approval)

Verification Failure:

- If documentation fails verification, user has 7 days to provide additional documentation
- After 7 days, account may be suspended or terminated
- Users can appeal through dispute resolution process

C. Information Accuracy Obligation

You warrant and represent that:

1. All information provided during registration is accurate, true, and complete
2. You have disclosed all relevant information about your business
3. You are the authorized representative of your business
4. No criminal convictions or regulatory sanctions exist against your business
5. You are not engaged in any prohibited activities or businesses

Consequences of False Information:

- Account will be immediately suspended or terminated
- All funds may be withheld pending investigation
- You may be liable for damages caused by fraudulent registration
- Criminal prosecution may occur for identity fraud
- Breach of export control or sanctions compliance regulations may be reported

Ongoing Accuracy Obligation:

- You must update information within 7 days of changes (ownership, address, legal status, etc.)
- Failure to update constitutes a violation of these ToU
- The Company may verify information periodically
- If changes are detected through other sources, you may face account restrictions

D. Multiple Accounts

Account Limitation:

Each legal business may maintain ONE primary account on bizhorizons.com.

Prohibited Multiple Accounts:

- Creating multiple accounts for the same business to evade restrictions
- Using multiple accounts to manipulate ratings or reviews
- Creating accounts under different names to circumvent bans
- Operating multiple accounts with different pricing strategies
- Using multiple accounts to conduct prohibited activities

Consequences of Multiple Accounts:

- All related accounts will be identified and linked

- All accounts will be immediately suspended
- Funds from all accounts may be withheld
- User may face permanent ban from the Platform
- Data from all accounts will be combined for investigation

Permitted Multiple Accounts:

Multiple legitimate accounts may be approved in limited circumstances:

- Separate entities with distinct legal registrations
- Subsidiaries or branch offices with independent operations
- Joint ventures with separate management and control
- Requires prior approval from the Company
- Must provide supporting legal documentation

3.5 User Obligations and Responsibilities

A. General Obligations

You agree to:

1. Comply with All Laws

- Comply with Indian laws (Foreign Trade Policy, IT Act, DPDPA, export regulations, etc.)
- Comply with UAE laws (Consumer Protection, E-commerce Decree, trade regulations, etc.)
- Comply with import/export regulations of all relevant jurisdictions
- Comply with sanctions and embargo laws (OFAC, UN, etc.)
- Comply with anti-money laundering and counterterrorism financing laws
- Comply with intellectual property laws

2. Provide Accurate Information

- Keep all account information current and accurate
- Disclose any changes to business status, ownership, or operations
- Provide truthful information in all listings and communications
- Update payment and contact information as needed
- Immediately disclose any legal violations or regulatory actions

3. Maintain Account Security

- Keep your password confidential and secure
- Use strong passwords (minimum 12 characters, mixed case, numbers, special characters)
- Do not share login credentials with anyone
- Log out after each session on shared computers

- Notify Company immediately of unauthorized access
- Change password immediately if compromised
- Use multi-factor authentication (MFA) when available
- Keep contact information up-to-date for security alerts

4. Responsible Use of Platform

- Use the Platform only for legitimate B2B business purposes
- Not engage in any unlawful or harmful activities
- Not interfere with Platform operations or security
- Not attempt to gain unauthorized access to systems
- Not use bots, scrapers, or automated tools without permission
- Not overload or stress the Platform with unusual activity
- Not attempt to reverse-engineer or replicate Platform functionality

5. Respect Other Users

- Treat all users with respect and professionalism
- Not engage in harassment, threats, or abusive behavior
- Not discriminate based on protected characteristics
- Not impersonate other users or businesses
- Not spam or send unsolicited commercial messages
- Respect intellectual property and confidentiality of others
- Follow community guidelines in all communications

6. Honesty and Good Faith

- Conduct all business transactions honestly and fairly
- Not engage in fraud, deception, or misrepresentation
- Not engage in predatory or unfair practices
- Honor agreements and contractual obligations
- Resolve disputes reasonably and cooperatively
- Communicate transparently with trading partners
- Disclose material information relevant to transactions

B. Seller-Specific Obligations

If you are a Seller on bizhorizons.com, you additionally agree to:

1. Accurate Product Listings

- Provide truthful, accurate, and detailed product descriptions
- Use clear product images that accurately represent the product
- Disclose all material characteristics, defects, or limitations

- Include accurate pricing without hidden fees
- Specify product conditions (new, used, refurbished, etc.)
- Provide accurate specifications and technical details
- List all certifications or compliance documentation
- Disclose country of origin and manufacturing details
- Update listings immediately if information changes
- Remove listings if products are no longer available

2. Legitimate Products and Services

- Only list legal, legitimate products and services
- Not list counterfeit, stolen, or fraudulently-marked goods
- Not list restricted, prohibited, or regulated items without proper documentation
- Not list items that violate intellectual property rights
- Not list hazardous materials without required safety documentation
- Not list adult content or explicitly regulated materials
- Comply with product safety standards
- Ensure products comply with applicable laws in buyer's jurisdiction

3. Pricing Transparency

- Display pricing clearly and prominently
- Include all mandatory taxes and fees in displayed price
- Not misrepresent pricing as promotional without legitimate basis
- Disclose any volume or bulk discounts available
- Honor pricing as listed for reasonable periods
- Change prices only with advance notice to prospective buyers
- Not engage in price gouging or predatory pricing
- Make pricing information clear at point of purchase

4. Order Fulfillment

- Fulfill orders accurately as described
- Provide quality products matching descriptions and specifications
- Ship within agreed timeframe
- Provide accurate tracking information
- Notify buyer immediately of any order issues or delays
- Accept returns or replacements for non-compliant products
- Provide appropriate documentation (invoices, certificates, etc.)
- Honor agreed payment terms and conditions
- Process refunds promptly for returned products

5. **Communication and Customer Service**

- Respond to buyer inquiries within 24 hours
- Provide accurate information about products and services
- Address complaints and concerns professionally
- Cooperate with dispute resolution processes
- Maintain communication throughout transaction lifecycle
- Provide post-sale support and assistance
- Honor warranty and guarantee commitments
- Maintain contact information and responsiveness

6. **Intellectual Property**

- Only use product images and content you own or are licensed to use
- Obtain necessary intellectual property licenses
- Not use competitor's trademarks or trademarked images
- Properly attribute third-party content
- Warrant that listings do not infringe third-party rights
- Indemnify Company for intellectual property infringement claims

7. **Regulatory Compliance**

- Maintain all required licenses and permits for products/services offered
- Comply with export regulations of country of origin
- Provide required compliance documentation (certifications, test reports, etc.)
- Comply with import regulations of buyer's country
- Comply with labeling and marking requirements
- Maintain records of product compliance
- Disclose regulatory status of products
- Not knowingly violate any import/export regulations

C. Buyer-Specific Obligations

If you are a Buyer on bizhorizons.com, you additionally agree to:

1. **Accurate Purchase Orders**

- Provide accurate delivery addresses
- Specify correct quantity and specifications
- Communicate any special requirements clearly
- Review and confirm order details before finalizing
- Notify seller immediately of any errors in order
- Provide necessary import documentation

- Not engage in fraudulent or misleading orders

2. Timely Payment

- Complete payment as agreed within specified terms
- Use legitimate payment methods
- Not dispute payments made for compliant deliveries
- Pay invoiced amounts accurately
- Not attempt to reverse or cancel legitimate payments
- Pay within agreed payment terms (not indefinitely delayed)
- Honor payment agreements and settlement terms
- Cooperate with payment verification if requested

3. Honest Communication

- Communicate clearly about requirements and expectations
- Ask questions and clarify specifications before ordering
- Provide accurate and complete information to seller
- Not misrepresent intended use or jurisdiction of products
- Disclose any regulatory requirements or restrictions
- Communicate promptly about delivery or quality issues
- Not claim non-receipt of products that were delivered
- Cooperate with seller to resolve issues

4. Professional Conduct

- Treat sellers professionally and respectfully
- Not engage in fraud or deceptive practices
- Provide reasonable opportunity for sellers to cure any issues
- Not engage in price manipulation or collusion
- Not make false claims about products
- Not engage in "testing" markets without genuine purchasing intent
- Respect seller intellectual property and confidentiality
- Follow community guidelines in all communications

5. Due Diligence

- Conduct independent verification of seller credentials
- Verify product information independently
- Check seller ratings and reviews
- Request samples or certifications where appropriate
- Conduct appropriate market research on pricing
- Evaluate products for compliance in your jurisdiction

- Not rely solely on Platform verification for due diligence
- Take responsibility for assessing transaction risks

3.6 Listings, Offers, and Product Information

A. Listing Creation and Management

Seller Rights:

- Sellers have the right to create, edit, and delete product listings
- Sellers can control visibility, availability, and pricing
- Sellers can manage inventory and stock status
- Sellers can add or remove products from their catalog

Listing Requirements:

- Listings must contain accurate, truthful information
- All material details must be clearly disclosed
- Images must accurately represent the product
- Pricing must be clearly stated
- Specifications and features must be accurate
- Shipping and delivery terms must be disclosed
- Return policies must be clearly communicated
- Compliance certifications must be provided

Content Standards:

- No obscene, offensive, or hateful content
- No content violating intellectual property rights
- No false, misleading, or deceptive content
- No content promoting illegal activities
- No excessive self-promotional content
- No spam or repetitive content
- No content with private information (phone, email, social media)
- Content must be in professional business tone

Company Rights:

- Company may flag or remove non-compliant listings
- Company may require edits to listings before approval
- Company may remove listings for violations without notice
- Company may quarantine listings pending investigation
- Company may remove listings as part of enforcement action

- Company may modify listing visibility based on quality or compliance metrics

Listing Disputes:

- If listing is removed, seller receives notification and opportunity to correct
- Seller can appeal removal through dispute process
- Major violations (fraud, IP infringement) may result in account suspension
- Corrected listings can be reactivated once compliant

B. Offers and Negotiations

Offer Process:

1. **Buyer Initiates:** Buyer sends offer or inquiries about listing
2. **Seller Response:** Seller can accept, counter, or decline
3. **Negotiation:** Parties exchange terms and conditions
4. **Agreement:** Once terms are finalized, binding purchase order is created

Binding Nature:

- Once both parties confirm terms, the transaction becomes a binding purchase agreement
- Cancellation after mutual agreement requires both parties' consent
- Penalties may apply for cancellation without mutual agreement

Terms Subject to Negotiation:

- Price and payment terms
- Delivery timeline and method
- Product specifications or customization
- Packaging and labeling requirements
- Warranty or quality guarantees
- Return policies
- Dispute resolution approach
- Insurance and shipping responsibility

Terms NOT Negotiable:

- Core Platform terms cannot be negotiated
- Compliance with laws cannot be waived
- Platform fees and commissions are fixed
- User obligations in these ToU cannot be modified

C. Product Information Accuracy

Seller Representations:

By listing products, sellers represent and warrant that:

1. Product is legal and legitimate
2. Product complies with applicable laws
3. All information provided is accurate and truthful
4. Product matches the description provided
5. Product is free from hidden defects or undisclosed issues
6. Seller has right to sell the product
7. Product does not infringe third-party intellectual property
8. Product meets all applicable safety and quality standards
9. Certifications and compliance documents are authentic
10. Seller owns or is licensed to use all images and content

Seller Liability:

- Seller is liable for false or misleading product information
- Seller is liable for injuries caused by defective or non-compliant products
- Seller is liable for delivery of non-conforming products
- Seller is liable for infringement of third-party rights
- Seller is liable for breach of express or implied warranties
- Company is not liable for false or misleading information provided by sellers
- Buyers must rely on their own due diligence

Buyer Remedies:

- Return or replacement of non-conforming products
- Refund of purchase price
- Compensation for damages caused by product defects
- Escalation to dispute resolution and potential arbitration
- Report to consumer protection authorities
- Recovery of damages through legal action

3.7 Payment, Billing, and Transaction Terms

A. Payment Methods

Accepted Payment Methods:

1. **Bank Transfers / Direct Deposit**
 - NEFT/RTGS for Indian accounts
 - SWIFT transfers for international accounts
 - Bank details must be verified before fund transfer
2. **Payment Gateways**

- Stripe, Razorpay, and local UAE payment processors
 - Credit/debit card payments (Visa, Mastercard, etc.)
 - Mobile wallets where available
3. **Escrow Service** (For high-value transactions)
- Platform may hold funds in escrow until delivery
 - Funds released upon delivery confirmation or dispute resolution
 - Escrow fee may apply (specified in transaction details)

Payment Authorization:

- By submitting payment, you authorize the Company to process the transaction
- Payment authorization includes verification of payment information
- Recurring charges require explicit consent for each cycle
- You may revoke payment authorization if no transaction has been processed

B. Pricing and Fees

Seller Fees:

- **Listing Fee:** As per stated fee for creating listings or registration
- **Transaction Commission:** Percentage of transaction value (specified during listing) or Nil
- **Featured Listing (Optional):** Additional fee for premium placement
- **Verification Services (Optional):** Fee for expedited verification if applicable
- **Escrow Service (Optional):** Fee for high-value transactions if applicable
- **Dispute Resolution (If Applicable):** Fee if dispute escalates to arbitration

Buyer Fees:

- Stated fees from Buyers
- Exception: Escrow service fees (if applicable)
- Exception: Dispute resolution fees (if initiated by Buyer)

Fee Modifications:

- Company may modify fees with 30 days' written notice
- Existing transactions are not affected by fee changes
- Users may delete their account before fee changes take effect
- Changed fees apply only to new transactions after effective date

Transparency:

- All fees must be clearly disclosed before payment
- Fees are itemized in transaction summary
- No hidden or undisclosed fees

- Buyers can see exact fee amounts before confirming purchase

C. Billing and Invoicing

Invoice Generation:

- Automated invoices are generated for all transactions
- Invoices include: Seller details, Buyer details, product description, quantity, price, taxes, total
- Invoices contain necessary information for tax compliance
- Invoices are retained in account records for 7 years

Tax Responsibility:

- **In India:** Sellers are responsible for GST compliance and collection
- **In UAE:** Sellers are responsible for tax compliance per local requirements
- **For International Trades:** Buyers must arrange customs and import duties
- **Company's Role:** Platform does not collect or remit taxes; sellers and buyers are responsible

Invoice Access:

- Both Buyers and Sellers can download invoices from transaction records
- Invoices can be forwarded to accounting or customs
- Multiple copies can be requested
- Invoices are digitally authenticated

D. Refunds and Returns

Return Policy Framework:

Seller-Determined Returns:

- Each seller specifies their return policy during listing
- Policies typically include: Return period (usually 5-30 days), condition requirements, restocking fees
- Return policies must be clearly disclosed before purchase
- Sellers can offer "No Returns" policy for specific products (if compliant with laws)

Buyer Return Rights:

- Buyers have right to return products that do not match listing
- Return period is as specified by seller or 30 days if not specified
- Products must be returned in original condition or buyer bears restocking fee
- Return shipping costs are typically borne by buyer unless seller specifies otherwise
- Exception: Products defective or non-compliant are returned at seller's cost

Refund Processing:

- Refunds are processed within 10-15 business days of return receipt and verification
- Refunds are issued to original payment method
- Partial refunds may apply if product is damaged or used
- Refund does not include return shipping unless agreed
- Once refund is processed, buyer cannot claim product
- Disputes over refunds are escalated to dispute resolution

Non-Returnable Items:

- Customized or made-to-order products (non-refundable)
- Consumables or perishables (unless damaged)
- Clearance or final sale items (unless defective)
- Items explicitly marked non-returnable (if compliant with law)

Company Role in Returns:

- Company does not manage physical returns (Buyer and Seller coordinate)
- Company facilitates communication and dispute resolution
- Company may require evidence of return for refund processing
- Company may investigate suspicious return patterns

E. Dispute Resolution for Payments

Payment-Related Disputes:

- Dispute must be reported within 30 days of transaction
- Buyer must provide evidence of non-payment or incorrect charge
- Seller must provide evidence of payment receipt or delivery
- Platform reviews evidence and makes preliminary determination
- Either party can appeal determination

Chargeback Prevention:

- Users are advised to resolve payment disputes through Platform first
- Chargebacks filed without attempting Platform resolution may result in account suspension
- Chargebacks for goods/services delivered may be contested by seller
- Multiple chargebacks may result in termination of account

Payment Processor Issues:

- If payment processor fails (Stripe, Razorpay outage), transaction is retried
- Users are notified of failed transactions immediately
- Users can attempt payment through alternate method
- Company works with processor to resolve payment issues

3.8 Community, Discussions, and User-Generated Content

A. Community Overview

Purpose of Communities:

The Platform includes community spaces where users can:

- Discuss industry topics and trends
- Share business insights and market intelligence
- Network and build professional relationships
- Ask questions and seek advice
- Collaborate on business opportunities
- Share success stories and learnings
- Discuss regulatory changes and compliance

Community Types:

1. **Industry-Specific Communities** - Focused on particular industries (textiles, electronics, food, etc.)
2. **Regional Communities** - Organized by geographic location
3. **Topic Communities** - Centered on specific business topics
4. **General Networking** - Open discussions for all users
5. **Event Communities** - Discussions related to webinars or events

Community Accessibility:

- Some communities are open to all verified users
- Some communities require specific membership or interest
- Users can join multiple communities
- Users can leave or remove communities from their profile
- Community participation is optional

B. Community Guidelines and Standards

General Conduct Standards:

Professional Tone:

- Keep discussions professional and business-focused
- Avoid casual language or slang
- Use proper grammar and spelling
- Maintain respectful tone even in disagreement
- Address ideas, not individuals

- Focus on constructive discussion

Content Standards:

- Posts must be relevant to community topic
- Posts must provide value to community members
- Avoid excessive self-promotion or advertising
- No spam or repetitive content
- No unsolicited commercial solicitation (allowed in dedicated marketplace sections)
- No off-topic discussions that detract from community purpose
- Keep discussions on-topic unless community allows exceptions

Intellectual Property:

- Do not post others' content without attribution or permission
- Do not copy product descriptions or marketing materials without permission
- Do not share trade secrets or confidential business information
- Properly attribute sources and citations
- Respect copyrights, trademarks, and patents in discussions
- Do not post links to competing platforms without disclosure

Confidentiality:

- Do not publicly disclose private negotiations or transaction details
- Do not reveal pricing or terms agreed with other businesses
- Do not share customer lists or sensitive business information
- Do not disclose personal information of other users without consent
- Respect privacy of discussions marked as confidential
- Get permission before mentioning specific users or companies by name

C. Prohibited Community Conduct

Content Violations:**Harassment and Abuse:**

- Threats, intimidation, or abusive language toward any user
- Cyberbullying or coordinated harassment campaigns
- Personal attacks or insults
- Repeated unwanted contact or messaging
- Trolling or intentionally provocative behavior
- Doxxing or publishing private information
- Sexual harassment or unwanted sexual advances
- Discrimination based on protected characteristics

Hateful and Discriminatory Content:

- Content promoting discrimination based on race, caste, ethnicity, religion, gender
- Content promoting discrimination based on nationality, sexual orientation, disability
- Slurs, stereotypes, or dehumanizing language
- Support for extremism or violence
- Conspiracy theories targeting protected groups
- Incitement of violence or illegal activity

Misinformation and Fraud:

- False or misleading business information
- Fake reviews, endorsements, or testimonials
- Pyramid schemes or fraudulent business opportunities
- Phishing attempts or requests for passwords/financial information
- Fake credentials or misrepresentation of qualifications
- Misleading claims about products, services, or regulations
- Intentional false information about trading partners

Spam and Abuse:

- Repetitive or irrelevant posts
- Excessive promotion of own business or products
- Unsolicited direct messages promoting products/services
- Flooding with the same content repeatedly
- Using multiple accounts to inflate engagement
- Bots or automated posting
- Advertising prohibited services or products

Inappropriate Content:

- Adult, sexual, or explicit content
- Graphic violence or gore
- Drug use or promotion of illegal substances
- Illegal weapons or explosives
- Content violating laws of India or UAE
- Promoting or facilitating illegal activities
- Horror or extremely disturbing content

Manipulation and Deception:

- Vote manipulation or artificial engagement
- Fake accounts to boost reputation
- Paying for false reviews or endorsements

- Impersonating other users or businesses
- Manipulating rating or review systems
- Coordinated inauthentic behavior
- Exploiting minors or vulnerable users

D. User-Generated Content Rights

Content Ownership:

- You retain ownership of original content you create and post
- You grant bizhorizons.com a perpetual, worldwide, non-exclusive license to use your content
- License includes reproduction, distribution, modification, and public display
- License covers all current and future Platform features and integrations
- License covers anonymized or aggregated data derived from your content

Content Usage by Platform:

- Your posts may be used in analytics, research, or business intelligence
- Posts may be shared in aggregated reports or market insights
- Your content may be referenced in case studies or testimonials (with attribution)
- Positive feedback may be used for marketing (with permission)
- Content may be displayed in community highlights or featured sections

Attribution:

- Platform will attribute content to you unless you opt for anonymity
- You can request anonymization of your contributions
- Platform may use your name and company name in aggregated reports
- You have right to request removal of attribution in certain cases

Content Moderation:

- Platform reserves right to remove content that violates guidelines
- Removal is done without liability to Company
- User is notified when content is removed with reason provided
- Users can appeal removal through dispute process
- Flagged content may be hidden while investigation occurs

Reporting and Enforcement:

- Users can report violations through "Report" feature on each post
- Community managers review reported content
- Enforcement actions range from warning to post removal to account suspension
- Repeat violations may result in community removal or account termination

- Users receive warnings for first-time minor violations
- Severe violations may result in immediate suspension

E. Community Moderation and Enforcement

Company Moderation Role:

- Platform employs community managers to monitor discussions
- Automated systems flag potentially violating content
- Users can report violations to moderators
- Company investigates reported violations
- Company enforces through warnings, post removal, or account restrictions

Moderation Actions:

1. **Warning** - User is notified of violation and expectation to comply
2. **Content Removal** - Offending post is deleted; user may resubmit compliant version
3. **Temporary Restriction** - User is temporarily banned from posting in community (24 hours to 7 days)
4. **Community Removal** - User is removed from specific community; can rejoin if behavior improves
5. **Account Suspension** - User cannot access Platform for specified period (typically 30-90 days)
6. **Account Termination** - Account is permanently closed; user cannot rejoin

Appeal Process:

- Users can appeal moderation decisions
- Appeals are submitted to community managers with explanation
- Appeals are reviewed within 7 days
- Appeals team evaluates fairness and consistency of enforcement
- Decision to uphold, modify, or reverse enforcement
- Final appeal goes to Company management

Moderation Transparency:

- Reasons for enforcement are explained to user
- Users know what specific conduct was problematic
- Moderation decisions are consistent with published guidelines
- Patterns of enforcement are reviewed for bias
- Users can request explanation of enforcement decision

User Reporting:

- Users can report violations using "Report" button on each post/message
- Reports go to community moderation team

- Reports are confidential; users may report anonymously
- Reporting user is not identified unless legal action is taken
- False reports or abuse of reporting system may result in enforcement

F. Monetization and Sponsored Content

Prohibited Commercial Activity:

- Users cannot use communities for direct selling without authorization
- Spam or aggressive marketing is prohibited
- Unsolicited promotional messages are prohibited
- Users cannot solicit funds or investments through communities

Permitted Commercial Engagement:

- Discussing products or services you offer (if disclosed)
- Sharing business insights or expertise
- Offering thought leadership or mentorship
- Participating in designated sponsored community sections
- Advertising in designated community areas with fee

Sponsored Content:

- Sponsored posts must be clearly marked as such
- Sponsors must disclose commercial intent
- Sponsored content must meet same quality and conduct standards
- Sponsors cannot artificially boost engagement
- Sponsored posts are subject to same moderation as organic content

Community Guidelines Compliance:

- Commercial content must not disguise commercial intent
- Native advertising must be clearly identified
- Affiliate links must be disclosed
- Referral programs must be transparent about incentives
- Influencer relationships must be disclosed

3.9 Ratings, Reviews, and Reputation System

A. Rating System Overview

Purpose:

Ratings and reviews help buyers make informed decisions and provide feedback to sellers about transaction quality.

What Can Be Rated:

1. **Seller Performance** - Quality, communication, reliability
2. **Product Quality** - Accuracy to listing, durability, functionality
3. **Delivery Experience** - On-time delivery, packaging, condition
4. **Customer Service** - Responsiveness, problem resolution

Rating Scale:

- **5 Stars:** Excellent - Exceeded expectations
- **4 Stars:** Good - Met expectations
- **3 Stars:** Acceptable - Adequate performance
- **2 Stars:** Poor - Did not fully meet expectations
- **1 Star:** Terrible - Failed to meet expectations

B. Review Standards and Conduct

Allowed Reviews:

- Honest assessment of your transaction experience
- Factual accounts of product quality or delivery issues
- Constructive feedback about seller performance
- Identification of specific problems encountered
- Suggestions for improvement
- Positive feedback and appreciation

Prohibited Reviews:

- False or fabricated claims about product or seller
- Personal attacks on seller as individual
- Unrelated to the transaction
- Spam or repetitive reviews
- Promotional content for your own business
- Threats or intimidation
- Disclosure of private information
- Discrimination based on protected characteristics
- Soliciting compensation for positive review
- Fake reviews generated by seller

Review Honesty:

- Reviews must be based on genuine transaction experience
- You must have actually purchased from seller
- Reviews must reflect your honest opinion
- You cannot post reviews for competitor to harm reputation

- You cannot be paid to post reviews
- Seller cannot demand positive review as condition of sale

C. Seller Response to Reviews

Seller Rights:

- Sellers can respond to reviews with explanation or correction
- Responses should address specific claims in review
- Responses should maintain professional tone
- Responses can provide context or additional information
- Responses should not attack reviewer or make personal attacks

Prohibited Seller Responses:

- Threats or intimidation toward reviewer
- Requests for review removal in exchange for refund
- Demanding contact information of reviewer
- Disparaging remarks about reviewer
- Offering incentives for review removal

D. Review Removal and Dispute

When Reviews May Be Removed:

- Reviews that violate content standards
- Reviews containing false factual claims with evidence
- Reviews that include private information
- Reviews from ineligible reviewers (no actual purchase)
- Reviews based on dispute that was resolved otherwise

Evidence Required:

- To challenge factual accuracy, seller must provide evidence
- Platform investigates claims of false reviews
- If review is found to be false or misleading, it is removed
- Reviewer is notified of removal with reason
- Removed reviews can appeal through dispute process

Fake Review Detection:

- Platform uses automated systems to detect fake reviews
- Unusual patterns of reviews are investigated
- Paid reviews are detected and removed
- Multiple reviews from same source are flagged

- Detection and removal is ongoing

Consequences of Fake Reviews:

- First offense: Warning and removal of fraudulent reviews
- Second offense: Temporary account restriction
- Third offense: Permanent account termination

E. Rating Visibility and Algorithm

How Ratings Are Displayed:

- Average rating is displayed prominently on seller profile
- Ratings breakdown shows distribution (5-star, 4-star, etc.)
- Total number of reviews is displayed
- Recent reviews are shown prominently
- Users can sort reviews by date, rating, or helpfulness

Search and Ranking Algorithm:

- Seller ratings affect Platform search ranking
- Higher-rated sellers appear prominently in search results
- Recently updated ratings have more impact than old ratings
- Consistent 5-star ratings indicate reliability
- Sudden rating drops may indicate quality issues
- Fake review detection impacts ranking algorithms
- Algorithm is designed to reward consistent quality

Reputation Points:

- Users earn reputation points for positive interactions
- Points are based on transaction completion and buyer satisfaction
- Points decay over time if user becomes inactive
- High reputation unlocks features (featured listings, priority support)
- Reputation rebuilds through positive transactions after violations

3.10 Intellectual Property and Content Rights

A. Company Intellectual Property

What We Own:

1. **Platform Technology** - All code, systems, and underlying technology
2. **bizhorizons.com Branding** - Logo, name, tagline, and brand identity
3. **Design and Layout** - Visual design, user interface, user experience
4. **Features and Functionality** - All features, tools, and capabilities

5. **Documentation** - Help articles, guides, and instructional content
6. **Data and Analytics** - Aggregated data, insights, and reports
7. **Original Content** - Articles, webinars, educational materials created by Company

Protection:

- All Company IP is protected by copyright, trademark, and trade secret law
- Unauthorized use of Company IP is prohibited
- Company actively protects its IP rights
- Infringement may result in legal action

Limited License:

- Users receive limited license to use Company IP for permitted Platform use
- License is non-exclusive and non-transferable
- License terminates upon account termination
- Users cannot modify, sublicense, or commercialize Company IP

B. User-Generated Content and IP

User Content Ownership:

- You retain all rights to content you create (product descriptions, images, videos, etc.)
- You are responsible for ensuring content does not infringe third-party rights

License to Company:

- By uploading content, you grant Company a license to use it
- License is perpetual and worldwide
- License allows Company to reproduce, distribute, modify, and publicly display content
- License covers current and future Platform use
- Company may use content in marketing, reporting, or research (often anonymized)

Third-Party Content:

- You are responsible for obtaining licenses for third-party content
- You must provide proper attribution for third-party content
- Failure to license third-party content constitutes infringement

Removal of Infringing Content:

- Users can report content they believe infringes their IP rights
- Company investigates reports and may remove infringing content
- User responsible for accuracy of infringement claims
- False copyright claims may result in account action

C. Trademark and Brand Usage

Use of bizhorizons.com Name:

- You cannot use "bizhorizons.com" name in your business name
- You cannot use Platform branding without permission
- You can reference "listed on bizhorizons.com" or "bizhorizons.com seller" where accurate
- You cannot create confusion about affiliation with Company
- You cannot use branding in way that suggests endorsement

Competitor Restrictions:

- You cannot use Platform branding in advertising for competing platforms
- You cannot create confusion about competitive relationships
- You cannot disparage Platform or Company
- You cannot imply partnerships or relationships that do not exist

Permitted Uses:

- Referencing being a bizhorizons.com seller/buyer
- Including Platform logo in your website (with permission)
- Using Platform name in marketing materials (with proper attribution)
- Sharing content from Platform (with proper attribution)

3.11 Dispute Resolution and Grievance Redressal

A. Dispute Categories

Transaction Disputes:

- Non-delivery of ordered products
- Delivery of non-conforming products
- Quality or specification mismatches
- Damaged goods upon delivery
- Partial delivery of orders
- Billing or pricing disputes
- Refund disputes

Account-Related Disputes:

- Unauthorized access or fraudulent activity
- Wrongful account suspension or termination
- Data loss or account errors
- Verification or onboarding issues

Payment Disputes:

- Unauthorized charges
- Duplicate payments
- Payment processor errors
- Chargeback disputes

Conduct Violations:

- Disagreement about moderation actions
- Appeal of content removal
- Challenge to suspension or termination
- Alleged violation claims

Community Disputes:

- Removal of reviews or ratings
- Moderation of community posts
- Exclusion from communities

B. Dispute Resolution Process

Stage 1: Informal Resolution (Days 1-7)

Initiation:

- Parties attempt to resolve dispute directly through message platform
- Buyer/affected party contacts seller/other party with specific complaint
- Clear explanation of issue and requested resolution
- Supporting evidence (screenshots, transaction details, photos)
- Reasonable timeframe for response (24-48 hours)

Good Faith Negotiation:

- Both parties communicate professionally and honestly
- Parties attempt to understand other's position
- Focus on finding mutually acceptable solution
- Compromises or partial refunds may be discussed
- Written documentation of discussion

Resolution Examples:

- Partial refund for minor quality issues
- Replacement product or reshipment
- Discount on future purchases
- Written acknowledgment of error

Stage 2: Formal Complaint and Investigation (Days 7-30)

Complaint Submission:

- If informal resolution fails, formal complaint is filed through Platform
- Complaint includes: Detailed description, timeline, evidence, requested relief
- Complainant provides supporting documentation (screenshots, invoices, photos)
- Respondent is notified and given opportunity to respond (5-7 days)
- Respondent provides counter-evidence or explanation

Company Investigation:

- Platform investigates dispute impartially
- Both parties are heard
- Evidence is reviewed (transaction records, communications, product photos)
- Expert evaluation may be sought if technical issues
- Investigation period: 10-15 days
- Company makes preliminary determination

Preliminary Decision:

- Company notifies both parties of preliminary finding
- Decision specifies reasoning and evidence relied upon
- Preliminary decision is subject to appeal
- Either party can request reconsideration within 3 days
- High-value disputes are escalated to senior management

Stage 3: Mediation (If Requested, Days 25-55)

Mediation Initiation:

- If party contests preliminary decision, mediation is offered
- Neutral mediator is appointed
- Mediator is expert in relevant area (trade, business disputes, etc.)
- Mediation is conducted through Platform or video conference
- Mediation is confidential and non-binding

Mediation Process:

- Mediator listens to both parties' positions
- Mediator facilitates understanding and creative problem-solving
- Parties are encouraged to propose solutions
- Mediator suggests compromise or settlement options
- Mediation typically takes 3-5 sessions of 1-2 hours each
- Mediation concludes with agreement or acknowledgment of impasse

Mediation Outcomes:

- Agreed settlement is documented in writing

- Agreement is binding on both parties
- Settlement is enforced through Platform
- If mediation fails, case proceeds to arbitration

Stage 4: Arbitration (Final, Days 50-90)

Arbitration Agreement:

- Users consent to binding arbitration by using Platform
- Arbitration is mandatory for unresolved disputes exceeding threshold
- Arbitration is final and binding
- Limited appeal rights exist (only for gross procedural error)

Arbitrator Selection:

- Single arbitrator for disputes below INR 50,00,000
- Three arbitrators for disputes above INR 50,00,000
- Arbitrators selected from pre-vetted, qualified panel
- Parties can challenge arbitrator for bias or conflict
- Arbitrator has expertise in relevant subject matter

Arbitration Process:

- Hearing notice provided 10 days before arbitration
- Both parties present evidence and arguments
- Hearing conducted in English language
- Hearing conducted virtually unless parties prefer in-person
- Arbitration conducted under Arbitration and Conciliation Act, 1996 (India)

Arbitration Rules:

- Strict Rules of Evidence may not apply
- Parties can present expert evidence
- Questioning of witnesses is permitted
- Written submissions are preferred to oral arguments
- Costs are typically split or borne by non-prevailing party

Arbitration Award:

- Arbitrator(s) issue written award within 10 days of hearing conclusion
- Award specifies findings of fact and reasoning
- Award is final and legally binding
- Award can be enforced through courts
- Limited grounds for appeal or challenge

Enforcement:

- If losing party fails to comply with award, Platform takes enforcement action
- Actions may include account termination and fund withholding
- Award can be enforced through courts if necessary

C. Limitations on Dispute Resolution

Time Limits:

- Disputes must be reported within 30 days of transaction completion or incident
- Late reports may be rejected as time-barred
- Exceptions exist for fraud or if Company conceals information

Documentation Requirements:

- Party must provide supporting evidence (transaction records, photos, communications)
- Insufficient evidence may result in dispute rejection
- Original documentation is preferred

Exclusions from Arbitration:

- IP infringement claims may be pursued in court
- Injunctive relief (preventing harm) may be pursued in court
- Government enforcement actions are excluded
- Claims involving third parties not on Platform may require court action

Fee Responsibilities:

- Company-initiated disputes: Company bears costs
- User-initiated disputes: User may bear some costs if claim is frivolous
- Normal disputes: Costs split or borne by non-prevailing party

Governing Arbitration Law:

- **For Indian Users:** Arbitration and Conciliation Act, 1996 (India)
- **For UAE Users:** UAE Arbitration Law or UNCITRAL Rules (mutually selected)
- **Arbitration Language:** English
- **Arbitration Seat:** Bengaluru, India (unless parties agree otherwise)
- **Substantive Law:** Laws of India or UAE (depending on dispute nature)

D. Small Claims Procedure

Small Claims Track:

For disputes below INR 2,00,000:

- Simplified, expedited process
- Single arbitrator is appointed
- Hearing is brief (30 minutes to 1 hour)

- Less formal procedure and rules of evidence
- Decision within 5-7 days
- Lower arbitration costs
- Streamlined documentation requirements

Eligibility:

- Both parties must consent to small claims procedure
- If either party objects, full arbitration process applies
- Amount threshold is adjusted annually

Process:

1. Brief written submission by each party (2-3 pages maximum)
2. Supporting documents (invoices, photos, messages)
3. Brief phone or video hearing
4. Quick decision
5. Limited appeal rights

E. Class Actions and Class Arbitrations

No Class Actions:

Users expressly waive the right to pursue disputes as part of a class action, collective action, or representative proceeding.

Individual Disputes Only:

- All disputes must be pursued on individual basis
- Joinder of similar disputes is not permitted
- Aggregation of claims is prohibited
- Each user must bring separate dispute if needed

Rationale:

- Allows faster, more efficient dispute resolution
- Reduces costs for all parties
- Provides individual attention to each dispute
- Prevents delay caused by large class proceedings

Exceptions:

- Government enforcement actions may proceed as collective actions
- Government-initiated consumer protection actions excluded from waiver

3.12 Disclaimers and Limitations of Liability

A. Service Disclaimers

"AS-IS" Provision:

The Platform is provided "AS-IS" and "AS-AVAILABLE" without any warranties, express or implied.

Specific Disclaimers:

1. **Availability:** No warranty that Platform will be uninterrupted or error-free
2. **Accuracy:** No warranty that information on Platform is accurate or complete
3. **Suitability:** No warranty that Platform will meet your specific business needs
4. **Third-Party Services:** No warranty regarding performance of external services (payment gateways, shipping providers, etc.)
5. **Legality of Goods:** No warranty that goods offered comply with buyer's laws or regulations
6. **User Conduct:** No warranty regarding honesty, competence, or legitimacy of other users
7. **Security:** No warranty that Platform is entirely secure from hacking or unauthorized access
8. **Viruses:** No warranty against viruses or malicious code

Disclaimer of Non-Infringement:

- Company does not warrant that Platform does not infringe third-party rights
- Company does not warrant that user content does not infringe third-party rights
- Users are responsible for ensuring their listings do not infringe IP rights

B. Liability Limitations**Maximum Liability Cap:**

To the maximum extent permitted by law, Company's total liability for any and all claims arising out of this ToU or your use of the Platform shall not exceed the greater of:

1. The amount you paid to the Company in the 12 months preceding the claim; or
2. INR 5,000 (if no payments were made)

This cap applies to:

- Contract claims
- Tort claims (negligence, strict liability)
- Statutory claims
- Claims arising from the Platform's unavailability or data loss
- All claims regardless of legal theory

Consequential Damages Exclusion:

The Company is NOT liable for:

1. **Lost Profits** - Loss of anticipated profits from transactions
2. **Lost Revenue** - Loss of business income or sales
3. **Lost Opportunities** - Loss of business opportunities or deals

4. **Lost Data** - Loss or corruption of data or files
5. **Lost Business** - Loss of reputation or customer relationships
6. **Indirect Damages** - Damages that are secondary or remote
7. **Incidental Damages** - Damages that are incidental to the main loss
8. **Special Damages** - Unusual or unexpected damages
9. **Consequential Damages** - Damages that result as consequence of breach
10. **Punitive Damages** - Damages meant to punish bad behavior

Even If:

- Company has been advised of the possibility of such damages
- Such damages were foreseeable
- The Company was negligent or breached warranty
- Breach was intentional or gross negligent

Limitations Do Not Apply When:

- Liability cannot be limited by law (e.g., for gross negligence, willful misconduct)
- Liability arises from fraud or intentional misrepresentation
- Fraud or willful violation of law is involved
- Personal injury is involved (not usually applicable for online platforms)
- Liability arises from breach of legal obligation that cannot be limited

C. Third-Party Liability

Users, Not Company, Are Liable For:

1. **User Conduct** - Behavior of sellers, buyers, or community members
2. **Transaction Defaults** - Failure by seller to deliver or buyer to pay
3. **Product Defects** - Quality, safety, or compliance issues with products
4. **Fraud by Users** - Fraudulent or deceptive conduct by other users
5. **IP Infringement by Users** - User listings that infringe third-party rights
6. **Communication Between Users** - Messages or communications between traders
7. **User Disputes** - Disagreements between buyers and sellers

Sellers Are Responsible For:

- Accuracy of product listings
- Quality and compliance of products
- Safety of products
- Performance of obligations to buyers
- Honoring return and refund policies
- Protecting intellectual property rights

Buyers Are Responsible For:

- Payment obligations
- Verification of seller credentials
- Independent due diligence
- Compliance with import regulations
- Proper use of products purchased

Company Responsibility:

- Providing the Platform technology
- Enforcing Terms and policies
- Providing support services
- Facilitating dispute resolution
- Protecting user data and security

D. Force Majeure**Events Beyond Company Control:**

The Company is not liable for delays or failure to perform due to force majeure events including:

1. **Natural Disasters** - Earthquakes, floods, hurricanes, tsunamis
2. **War and Terrorism** - War, armed conflict, terrorism, civil unrest
3. **Government Action** - Government orders, embargoes, sanctions, lockdowns
4. **Pandemic** - Epidemics or pandemics like COVID-19
5. **Infrastructure Failure** - Power outages, internet outages, data center failures
6. **Supply Chain Disruption** - Disruption in manufacturing or supply chains
7. **Labor Strikes** - Labor strikes or work stoppages
8. **Utility Failures** - Failure of utilities like electricity or water

During Force Majeure:

- Company will notify users of disruption
- Company will work to restore services
- Users are not liable for failure to perform during force majeure
- Deadlines may be extended
- Services may be limited or suspended

Recovery:

- Company will resume services as soon as reasonably practicable
- Company is not liable for damages caused by force majeure
- Users should plan for potential disruptions

3.13 Termination and Account Closure

A. Termination by User

Voluntary Account Closure:

- You may request account closure at any time without penalty
- Request closure through account settings or by email
- Account closure is effective immediately
- You have 30-day grace period to recover data before permanent deletion

Account Closure Consequences:

- All active listings are automatically removed
- No new transactions can be initiated
- Ongoing transactions are completed (if in progress)
- Refunds due to you are processed
- Your profile is hidden from public view

Data Retention After Closure:

- Transaction records retained for 7 years (legal compliance)
- Account data retained for 1 year (for account recovery)
- Communication records retained per privacy policy
- Personal data not needed for legal compliance is deleted

B. Termination by Company

Termination for Cause:

The Company may terminate your account immediately if:

1. **Violation of Terms** - Material breach of this ToU, EULA, or Privacy Policy
2. **Illegal Activity** - Involvement in illegal activity or prohibited transactions
3. **Fraud** - Fraud, deception, or dishonesty in account information or listings
4. **Non-Compliance** - Failure to comply with laws or regulatory requirements
5. **Counterfeit Goods** - Selling counterfeit products or stolen goods
6. **IP Infringement** - Listings that infringe third-party IP rights
7. **Harassment** - Harassment, threats, or abusive conduct
8. **Sanctions** - User appears on government sanctions lists
9. **Multiple Violations** - Repeated violations of Platform policies
10. **Safety Risk** - Conduct that poses safety or security risk to Platform or users

Termination Without Cause:

- Company may terminate account for business reasons with 30 days' notice

- Company may terminate for inactivity (no activity for 2 years)
- Termination without cause is rare
- Users are notified and have opportunity to export data

Termination Process:

1. **Notice** - User is notified of reason for termination
2. **Opportunity to Respond** - User has 5-7 days to respond to allegations
3. **Review** - Management reviews response and evidence
4. **Decision** - Company makes final termination decision
5. **Implementation** - Account is closed and access is revoked

Exceptions:

- For illegal activity or imminent harm: Immediate termination without opportunity to respond
- For IP infringement: Expedited termination if complaint is substantiated

C. Effects of Termination

Account Access:

- All access to account is immediately revoked
- Login credentials cease to function
- Data associated with account is retained per policy
- Profile is hidden from public view

Listings and Transactions:

- All active listings are removed
- Pending orders may be cancelled (with buyer notification and refund)
- Completed transactions remain in records
- Reviews and ratings remain on other users' profiles

Refunds and Balances:

- Any payments owed to user are processed within 15 business days
- Balances withheld pending investigation are released if user is cleared
- Disputed amounts may be retained pending dispute resolution
- Refunds are issued to original payment method

Data Deletion:

- Data needed for legal compliance is retained for required periods
- Other personal data is deleted per privacy policy
- User can request data export before account closure
- Some data may be retained in anonymized form

Re-registration:

- Users terminated for violations may be prohibited from re-registering
- Re-registration prohibition lasts 1-5 years depending on violation severity
- Attempting to circumvent ban by creating new accounts results in permanent ban
- IP addresses may be blocked to prevent re-registration

D. Appeal of Termination**Right to Appeal:**

- Users can appeal account termination
- Appeal must be filed within 30 days of termination
- Appeal should explain why termination was unjust or incorrect
- Appeal should provide new evidence or information

Appeal Process:

1. Submit appeal to trust@bizhorizons.com with subject "Account Termination Appeal"
2. Include account details and detailed explanation
3. Company reviews appeal within 14 days
4. Decision is communicated to user
5. Decision is typically final (limited further appeals)

Grounds for Successful Appeal:

- Mistaken identity or account confusion
- Evidence of innocence or misunderstanding
- Disproportionate punishment for violation
- Procedural error in termination process

Unsuccessful Appeal:

- If appeal is denied, termination remains final
- No further appeals are typically permitted
- User may pursue dispute through arbitration if they have payment claim

3.14 Modifications to Terms and Platform**A. Changes to Terms of Use****Company Right to Modify:**

We reserve the right to modify these Terms of Use at any time. Changes will be effective upon posting to the Platform.

Notice of Changes:

- **Material Changes:** Notice provided 30 days in advance

- **Non-Material Changes:** May be implemented without notice
- **Notification Methods:** Email, Platform announcement, or website notice
- **Effective Date:** Clearly indicated when changes become effective

Material Changes Include:

- Changes that increase user obligations
- Changes that significantly reduce user rights
- Changes in fee structures or payment terms
- Changes in data usage or privacy practices
- Changes that fundamentally alter Platform operations
- Changes that limit liability significantly

Non-Material Changes Include:

- Minor wording clarifications
- Updates to contact information
- Addition of new optional features
- Removal of unused features
- Reorganization of content
- Cosmetic or formatting changes

User Acceptance:

- Continued use of Platform after changes constitutes acceptance
- Users have right to refuse changes and delete account
- For material changes, users have 30 days to respond before changes apply
- Users can request clarification on changes

B. Changes to Platform and Features

Feature Modifications:

- Company may add, remove, or modify Platform features
- Users are notified of significant changes
- Changes are implemented to improve Platform functionality and security
- Discontinued features are phased out with notice

Maintenance and Downtime:

- Routine maintenance may require Platform downtime (typically during off-hours)
- Users are notified of scheduled maintenance
- Emergency maintenance may occur without notice
- Company will minimize impact of downtime

Service Updates:

- Platform is continuously updated with security patches and improvements
- Updates may require users to update apps or clear caches
- Critical security updates may be mandatory

Backward Compatibility:

- Company attempts to maintain backward compatibility with previous versions
- Older applications may eventually become incompatible
- Users are advised to keep applications updated

3.15 Severability and Entire Agreement

A. Severability

Void Provisions:

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court or arbitrator:

1. That specific provision shall be modified to the minimum extent necessary to make it enforceable
2. If it cannot be modified, that provision shall be severed
3. The remaining provisions continue in full force and effect
4. The intent of the severed provision shall be preserved where possible

Example:

If liability cap is found unenforceable in your jurisdiction, the cap would be removed but all other limitations would remain.

B. Entire Agreement

Comprehensive Agreement:

These Terms of Use, together with the EULA, Privacy Policy, and Community Guidelines, constitute the entire agreement between you and the Company regarding the Platform.

Integration:

- All prior negotiations, representations, and agreements are superseded
- Oral agreements not reflected in these Terms are not binding
- Previous versions of ToU are replaced by current version
- Individual understandings or commitments not in writing are not valid

No Third-Party Beneficiaries:

- These Terms benefit only you and the Company
- No third party has rights under these Terms
- Users cannot assign these Terms to others

Waiver:

- No waiver of any provision is effective unless in writing

- Failure to enforce a right does not constitute waiver
- Waiver of one provision does not waive other provisions
- Previous waivers do not constitute ongoing waiver

3.16 General Provisions

A. Notices and Communication

How to Contact Company:

For legal notices, complaints, or formal requests, contact:

General Email:

support@horizons.com

Legal and Compliance:

legal@horizons.com

privacy@horizons.com

Dispute Resolution:

disputes@horizons.com

Data Protection Officer:

privacy@horizons.com

Mailing Address:

MSB Management and Technology Solutions Pvt. Ltd.
Bengaluru, India

Notices to You:

- Notices are sent to email address on file
- Notices in Platform account (alert notifications)
- Notices via SMS to registered phone number
- Notices via mail to registered business address
- Notices are effective when sent (email) or when posted (Platform)

B. Survival of Provisions

Provisions That Survive Termination:

The following provisions continue in effect after account termination:

- IP ownership and licensing
- Liability limitations and disclaimers
- Indemnification
- Dispute resolution and arbitration
- Privacy policy
- Governing law and jurisdiction
- Confidentiality obligations

- Data retention and deletion

Provisions That Expire:

- Account rights and access
- Listing privileges
- Community participation rights
- Transaction facilitation

C. Assignment

Non-Assignable by Users:

You cannot assign, transfer, or sublicense your rights or obligations under these Terms without written consent from the Company. Unauthorized assignment is void.

Company Assignment Rights:

The Company may assign these Terms or your account to:

- Successor companies in merger or acquisition
- Affiliate or subsidiary companies
- Service providers or processors (with notice)
- Debt collectors or legal representatives (for collection purposes)

Effect of Company Assignment:

- Assignee inherits all rights and obligations
- You are notified of assignment
- Your rights remain substantially the same post-assignment

D. Counterparts and Electronic Signatures

Execution:

- These Terms may be executed in counterparts (multiple copies)
- Electronic signatures are valid and binding
- Electronic copies are legally equivalent to originals
- Each counterpart is an original; together they form one agreement

E. Accessibility

Platform Accessibility:

The Company is committed to making the Platform accessible to all users, including those with disabilities.

Accessibility Features:

- Mobile-responsive design for various devices
- Keyboard navigation support
- Screen reader compatibility

- Alt text for images
- Adjustable font sizes
- High contrast mode options
- Closed captions for videos (where applicable)

Accessibility Issues:

- Users can report accessibility issues
- Company works to address reported issues
- Alternative access methods may be provided
- Accessibility is ongoing priority

F. Language

English Version:

- These Terms are provided in English
- English version is the authoritative version
- Translations may be provided for convenience
- In case of conflict between English and translations, English prevails

Non-English Versions:

- Translations are provided for user convenience
- Translations are not official or binding
- Company is not liable for translation errors
- Users should refer to English version if confusion exists

3.17 Conclusion and Acknowledgment

FINAL ACKNOWLEDGMENT

By accessing, using, or continuing to use the bizhorizons.com Platform, you acknowledge and confirm that:

1. You have read these Terms of Use in their entirety
2. You understand all provisions and their implications
3. You agree to be bound by these Terms
4. You have the legal capacity to enter into this agreement
5. You will comply with all applicable laws and regulations
6. You accept all risks associated with using the Platform
7. You waive any right to claim you did not understand these Terms
8. You acknowledge that Company disclaims all warranties
9. You accept all limitations of liability
10. You consent to arbitration of disputes

11. You agree to these Terms as a condition of Platform use
EFFECTIVE DATE: March 11, 2026
