

Terms of Service

These Terms of Service govern your use of the website located at <https://bizindecate.com> and any related services provided by Bizindecate.

By accessing <https://bizindecate.com>, you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from using or accessing this website or using any other services provided by Bizindecate.

We, Bizindecate, reserve the right to review and amend any of these Terms of Service at our sole discretion. Upon doing so, we will update this page. Any changes to these Terms of Service will take effect immediately from the date of publication.

These Terms of Service were last updated on 24 February 2024.

Limitations of Use

By using this website, you warrant on behalf of yourself, your users, and other parties you represent that you will not:

- modify, copy, prepare derivative works of, decompile, or reverse engineer any materials and software contained on this website;
- remove any copyright or other proprietary notations from any materials and software on this website;
- transfer the materials to another person or "mirror" the materials on any other server;
- knowingly or negligently use this website or any of its associated services in a way that abuses or disrupts our networks or any other service Bizindecate provides;
- use this website or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;
- use this website or its associated services in violation of any applicable laws or regulations;
- use this website in conjunction with sending unauthorized advertising or spam;
- harvest, collect, or gather user data without the user's consent; or

- use this website or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of third parties.

Intellectual Property

The intellectual property in the materials on Bizindecate's website, including text, graphics, and logos, is owned by or licensed to us, protected under copyright and trademark laws. We grant users a limited, non-transferable license for personal, non-commercial use of these materials. This license does not imply a transfer of title and may be terminated by Bizindecate if you violate any restrictions or our Terms of Service.

Users are required to respect the intellectual property rights of others while using Bizindecate. This means ensuring that content posted or used on the platform does not infringe on third-party intellectual property rights. Infringements may lead to account termination and legal action. Bizindecate is committed to addressing intellectual property concerns swiftly and encourages users to report any suspected violations to help maintain the platform's integrity.

Content and Asset Listing Policy

At Bizindecate, we provide a platform where users can list and showcase various business-related assets, including but not limited to website files, domain names, brand names, and legal agreements. When you contribute content to Bizindecate, such as business descriptions, financial data, and asset details, you maintain ownership of your intellectual property rights. However, by posting this content, you grant Bizindecate a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to use, distribute, modify, copy, publicly display, translate, or create derivative works from your content, consistent with your privacy preferences and our Privacy Policy.

This license allows us to display your content on our platform, facilitating the connection between buyers and sellers, and to use it for promoting and improving our services, including in commercial or sponsored content. The license is ongoing until you delete your content or terminate your account, although it may continue for commercial content already in use until it is discontinued by us or our partners. You also permit us to use your username and other identifiable information in accordance with our Privacy Policy.

As a seller on Bizindecate, it is imperative that you ensure the information in your asset listings is complete, accurate, and up-to-date. This includes providing comprehensive descriptions and relevant financial data. You must also verify that you have the legal

right to sell these assets and that all associated intellectual property rights are properly represented and transferable. Bizindcate maintains rigorous standards to ensure that listings do not contain offensive, illegal, or infringing material and are in compliance with applicable laws. We reserve the right to modify, suspend, or remove listings that do not meet these standards or violate our policies or legal requirements, in our effort to maintain a trustworthy and transparent platform for all users.

Reviews, Comments, and Communications

At Bizindcate, we value the insights and feedback provided by our users through reviews, comments, and other forms of communication. It is vital for these interactions to maintain the integrity and professional environment of our platform. Users are encouraged to share honest and constructive feedback, ensuring that their content is relevant to the services and listings on Bizindcate. We uphold a strict policy against any form of illegal, obscene, defamatory, or invasive content. The authenticity of communication is paramount; hence, impersonation or misleading representations are strictly prohibited. Bizindcate reserves the right to monitor, edit, or remove any content that fails to adhere to these standards, ensuring that our platform remains a respectful and trustworthy space for all users.

Confidential Information

In the course of using Bizindcate's services, particularly when listing assets for sale, users may disclose confidential and proprietary information. This information is vital for the potential buyers to make informed decisions but also requires a level of discretion and privacy. Bizindcate is committed to protecting such confidential information. We ensure that this information is only disclosed under specific conditions, such as when a user decides to make it public or when it is necessary for the completion of a transaction. Furthermore, we may disclose confidential information to our representatives for the purpose of providing our services but under strict confidentiality obligations. In rare cases where we are legally compelled to disclose confidential information, we will do so responsibly, and, where feasible, we will inform the user in advance to allow for protective measures. Users are advised to handle their confidential information judiciously and are encouraged to seek independent legal advice where necessary.

Account Management and Financial Transactions

To use Bizindcate's services, users must create an account, providing accurate and up-to-date information. Users are responsible for all activities under their accounts and must safeguard account information, including passwords. In the event of unauthorized

access, immediate notification to Bizindcate is essential. However, Bizindcate is not liable for any loss or damage resulting from a user's failure to secure their account.

When engaging with Bizindcate, users may earn credits for use on the platform. These credits are not redeemable for cash and are subject to expiration or deduction for any outstanding balances with Bizindcate. Users acknowledge that Bizindcate is not responsible for unauthorized access to or use of credits.

Refunds processed by Bizindcate will use the same payment method as the original transaction. Our policy governs refund eligibility and conditions. Bizindcate does not act as an escrow service or direct payment provider; payment processing for transactions is conducted through independent third-party providers. By engaging in financial transactions on Bizindcate, users consent to sharing their payment information with these providers as necessary for transaction completion.

Our Role in Transactions

Bizindcate provides a platform for third-party sellers to list and negotiate the sale of their business-related assets. It is crucial to note that Bizindcate does not have ownership, does not create, sell, resell, provide, control, offer, or deliver these listed assets. The identity of the seller is clearly indicated on each listing page. While Bizindcate facilitates transactions that are conducted on our website, we are neither a buyer nor a seller in these transactions.

The contractual agreement for the sale of any asset is exclusively between the buyer and the seller. Bizindcate does not become a party to this contract and does not bear any responsibility arising from or connected with this contract and the transaction therein. We do not act as an agent for either the buyer or seller. Responsibility for the sale of assets rests solely with the seller, and similarly, the buyer is solely responsible for their purchase.

By using Bizindcate's services, both buyers and sellers acknowledge that in the event of a dispute, Bizindcate is not a participant in the transaction. As such, we will not be involved in resolving any disputes, except under specific circumstances where we may choose to cancel a transaction prior to the shipping or delivery of assets. In such cases, both parties agree that they will not pursue legal action against Bizindcate, and will indemnify Bizindcate against any legal claims.

Bizindcate does not guarantee the existence, quality, suitability, or legality of any listed asset. We are not responsible for the truth, accuracy, or completeness of any

information in a listing, the future performance of a listed asset, or the conduct of any party involved in a transaction.

Decisions to purchase an asset should be made based on thorough investigation by the buyer, including consultation with legal and tax advisors. Bizindcate provides summary descriptions of assets, but it is the buyer's responsibility to verify all information.

Disclaimer and Limitations of Liability

Bizindcate provides its website and the materials contained therein on an 'as is' basis. While we strive to offer a reliable and efficient platform, we make no warranties, either express or implied, regarding the website's operation and the accuracy, reliability, or completeness of the materials provided. This disclaimer includes, but is not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of intellectual property or other rights.

The use of Bizindcate's website and its contents is at the user's sole risk. Under no circumstances will Bizindcate or its affiliates be liable for any consequential loss arising from the use, or inability to use, our website or the materials on it. This encompasses, but is not limited to, losses such as anticipated profits, business interruption, loss of business information, or any other pecuniary loss, even if we have been advised of the possibility of such damages.

Specifically, in the context of our service, which facilitates the listing and transaction of business assets, Bizindcate is not liable for any losses or damages arising from the transactions or interactions between users on our platform. This includes but is not limited to losses incurred due to inaccurate listings, breach of agreement by users, or any other dispute related to transactions facilitated through our website.

The limitations of liability apply even if this disclaimer does not fully compensate you for any losses or fails its essential purpose. In jurisdictions that do not recognize limitations of implied warranties or limitations of liability for incidental or consequential damages, these limitations may not apply. Users should ensure they are aware of their legal rights and restrictions in their respective jurisdictions.

Accuracy of Materials

The materials and content available on Bizindcate's website, including user-generated listings and information, serve as a general reference and are not exhaustive. Bizindcate makes efforts to ensure the accuracy and reliability of these materials but

does not guarantee the precision or completeness of the information provided. Given our platform's reliance on user-generated content, there may be variations in the accuracy or reliability of the materials. Users should not solely rely on the information presented on our website for making decisions, especially those related to business transactions. We advise consulting additional, more comprehensive sources of information and exercising due diligence. Users bear the sole responsibility for reliance on any content posted on our platform. Bizindcate reserves the right to modify the information on the website at any time without prior notice, and it is the users' responsibility to stay informed of such changes.

Additional Tools

Please note that our website may include third-party tools which are outside of our control. The access to said tools is provided on an 'as is' basis with no warranties, expressed or implied, and without any endorsement. We are not liable for the use of the third-party tools provided on our website. You are solely responsible for any risks associated with using said tools, we recommend reading the relevant third-party provider's Terms of Service. Bizindcate has the right to offer new third-party tools in the future.

Links

Bizindcate has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement, approval or control by Bizindcate of the site. Use of any such linked site is at your own risk, and we strongly advise you make your own investigations with respect to the suitability of those sites.

Inaccuracies and Mistakes

Content on Bizindcate's website, particularly that which is user-generated, may occasionally contain typographical errors, inaccuracies, or omissions, particularly relating to the description, pricing, and availability of services. While we endeavor to provide accurate and up-to-date information, errors may occur. Bizindcate reserves the right to correct any inaccuracies, errors, or omissions in any content, and to change or update information or cancel orders if any information on the service is inaccurate, at any time without prior notice. This includes making amendments to information regarding listings, transactions, and user accounts. Please be aware that Bizindcate is not obligated to provide detailed clarifications or disclosures concerning the amendments or updates made to the content on our website.

Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the website; (3) breach of these Terms of Service; (4) any breach of your representations and warranties set forth in these Terms of Service; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the website with whom you connected via the website.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

Right to Terminate

We may suspend or terminate your right to use our website and terminate these Terms of Service immediately upon written notice to you for any breach of these Terms of Service.

Severance

Any term of these Terms of Service which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity of the remainder of these Terms of Service is not affected.

Entire Agreement

These Terms of Service and any policies or operating rules posted by us on the website or with respect to the website constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision. These Terms of Service operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms of Service is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Service and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms of Service or use of the website. You agree that these Terms of Service will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Service and the lack of signing by the parties hereto to execute these Terms of Service.

Governing Law

These Terms of Service are governed by and construed in accordance with the laws of Hungary. You irrevocably submit to the exclusive jurisdiction of the courts in that location.