

TERMS OF USE AND PRIVACY POLICY

Updated on : February 01, 2016

The Website and the Service are provided to you subject to these IndAXonline Terms of Use (these "Terms"). For the purpose of the Terms and wherever the context so requires, the terms 'you' and "your" shall mean any person who uses or accesses, whether through manual or automated means, the Website or the Service in any manner whatsoever including persons browsing the Website and its content, posting comments or any content or responding to any advertisements or content on the Website. By using the Service, you agree to comply with these Terms. Additionally, when using a portion of the Service, you agree to conform to any applicable posted guidelines for such Service, which may change or be updated from time to time at INDAXONLINE's sole discretion. You understand and agree that you are solely responsible for reviewing these Terms from time to time. Should you object to any term or condition of these Terms, any guideline, or any subsequent changes thereto or become unhappy with IndAXonline or the Service in any way, your only choice is to immediately discontinue use of IndAXonline. These Terms may be updated by IndAXonline at any time at its sole discretion. IndAXonline may send you notices of changes to the Website or the Terms pursuant.

SECTION-A : DESCRIPTION OF SERVICE AND CONTENT POLICY.

1. IndAXonline is the next generation of free online classifieds. We act as a venue to allow our users who comply with these Terms to offer, sell, and buy products and services listed on the Website. IndAXonline is not in any way involved in such transactions. As a result, and as discussed in more detail in these Terms, you hereby acknowledge and agree that IndAXonline is not a party to such transactions, has no control over any element of such transactions, and shall have no liability to any party in connection with such transactions. You use the Service and the Website at your own risk.
2. You understand that IndAXonline does not control, and is not responsible for ads, directory information, business listings/information, messages between users, including without limitation e-mails sent from outside INDAXONLINE's domain or other means of electronic communication, whether through the Website or another Third Party Website (defined below) or offerings, comments, user postings, files, images, photos, video, sounds, business listings/information and directory information or any other material made available through the Website and the Service ("Content"), and that by using the Website and the Service, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. You acknowledge and agree that you are responsible for and must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on said Content, and that under no circumstances will IndAXonline be liable in any way for the Content or for any loss or damage of any kind incurred as a result of the browsing, using or reading any Content listed, e-mailed or otherwise made available via the Service. You acknowledge and agree that IndAXonline cannot and does not pre-screen or approve any Content, but that IndAXonline has the right, in its sole and absolute discretion, to refuse, delete or move any Content that is or may be available through the Service, for violating these Terms and such violation being brought to INDAXONLINE's knowledge or for any other reason or no reason at all. Furthermore, the Website and Content available through the Website may contain links to other third party websites ("Third Party Websites"), which are completely unrelated to IndAXonline. If you link to Third Party Websites, you may be subject to those Third Party Websites' terms and conditions and other policies. IndAXonline makes no

representation or guarantee as to the accuracy or authenticity of the information contained in any such Third Party Website, and your linking to any other websites is completely at your own risk and IndAXonline disclaims all liability thereto.

3. You acknowledge and agree that you are solely responsible for your own Content posted on, transmitted through, or linked from the Service and the consequences of posting, transmitting, linking or publishing it. More specifically, you are solely responsible for all Content that you upload, email or otherwise make available via the Service. In connection with such Content posted on, transmitted through, or linked from the Service by you, you affirm, acknowledge, represent, warrant and covenant that: (i) you own or have and shall continue to, for such time the Content is available on the Website, have the necessary licenses, rights, consents, and permissions to use such Content on the Service and Website (including without limitation all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all such Content) and authorize IndAXonline to use such Content to enable inclusion and use of the Content in the manner contemplated by the Service, the Website and these Terms; and (ii) you have the written consent, release, and/or permission of each and every identifiable individual person or business in the Content to use the name or likeness of each and every such identifiable individual person or business to enable inclusion and use of the Content in the manner contemplated by the Service, the Website and these Terms. For clarity, you retain all of your ownership rights in your Content; however, by submitting any Content on the Website, you hereby grant to IndAXonline an irrevocable, non-cancellable, perpetual, worldwide, non-exclusive, royalty-free, sub-licensable, transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Website and INDAXONLINE's (and its successors') business, including without limitation for the purpose of promoting and redistributing part or all of the Website and Content therein (and derivative works thereof) in any media formats and through any media channels now or hereafter known. These rights are required by IndAXonline in order to host and display your Content. Furthermore, by you posting Content to any public area of the Service, you agree to and do hereby grant to IndAXonline all rights necessary to prohibit or allow any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Service or Website by any party for any purpose. You also hereby grant each user of the Website a non-exclusive license to access your Content through the Website. The foregoing license to each user granted by you terminates once you or IndAXonline remove or delete such Content from the Website.
4. IndAXonline does not endorse any Content or any opinion, statement, recommendation, or advice expressed therein, and IndAXonline expressly disclaims any and all liability in connection with user Content. IndAXonline does not permit copyright infringing activities and infringement of intellectual property rights on the Website, and IndAXonline may, at its sole discretion, remove any infringing Content if properly notified in accordance with applicable law that such Content infringes on another's intellectual property rights. IndAXonline reserves the right to remove any Content without prior notice. IndAXonline may also terminate a user's access to the Website, if they are determined to be a repeat infringer or found to be indulging in any act contrary to these Terms. A repeat infringer is a user who has been notified of infringing activity more than twice and/or has had a user submission removed from the Website more than twice. Further, at its sole discretion, IndAXonline reserves the right to decide whether any Content is appropriate and complies with these Terms.
5. IndAXonline may provide a video service to you if you upload photographs for your ad. By uploading your photographs, you irrevocably consent to the use of your photographs for this

service and represent and warrant that you have all right, title and interest necessary to upload and use the photographs on this service. Under this service, using a third party application or service, IndAXonline may, at its discretion, create a video of your photographs, upload the video via www.youtube.com or another third party service provider, as determined by IndAXonline at its discretion, and embed the video into your ad on IndAXonline.

A.1 FEATURED ADS

IndAXonline may offer a service known as "Featured Ads" where users may pay a non-refundable fee to have their ads posted in selected locations on the Website, thus potentially increasing an ads' visibility. In order to purchase a Featured Ad, you may be required to transmit certain information through a third party service provider, which may be governed by its own terms of use and other policies. IndAXonline makes no representation or guarantee as to the safety or security of the information transmitted to any Third Party service provider, and your linking to any Third Party service is completely at your own risk, and IndAXonline disclaims all liability related thereto.

Featured Ads are subject to the Terms listed herein, as well as additional terms of service, which can be viewed [here](#)

A.2 CONDUCT

You agree not to post, email, host, display, upload, modify, publish, transmit, update or share any information on the Site, or otherwise make available Content:

1. that violates any law or regulation;
2. that is copyrighted or patented, protected by trade secret or trademark, or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission or a license from their rightful owner to post the material and to grant IndAXonline all of the license rights granted herein;
3. that infringes any of the foregoing intellectual property rights of any party, or is Content that you do not have a right to make available under any law, regulation, contractual or fiduciary relationship(s);
4. that is harmful, abusive, unlawful, threatening, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy or other rights, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or illegal gambling or harms or could harm minors in any way or otherwise unlawful in any manner whatsoever;
5. that harasses, degrades, intimidates or is hateful towards any individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
6. that violates any (local) equal employment laws, including but not limited to those prohibiting the stating, in any advertisement for employment, a preference or requirement based on race, color, religion, sex, national origin, age, or disability of the applicant.

7. that threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation;
8. that includes personal or identifying information about another person without that person's explicit consent;
9. that impersonates any person or entity, including, but not limited to, an IndAXonline employee, or falsely states or otherwise misrepresents an affiliation with a person or entity;
10. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
11. that is false, deceptive, misleading, deceitful, mis-informative, or constitutes "bait and switch" offer;
12. that constitutes or contains "pyramid schemes," "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," or unsolicited advertisements of a commercial nature;
13. that constitutes or contains any form of advertising or solicitation if (1) posted in areas or categories of the Website which are not designated for such purposes; or (2) e-mailed to IndAXonline users who have requested not to be contacted about other services, products or commercial interests;
14. that includes links to commercial services or Third Party Websites, except as specifically allowed by IndAXonline;
15. that advertises any illegal services or the sale of any items the sale of which is prohibited or restricted by applicable law, including without limitation items the sale of which is prohibited or regulated by applicable law;
16. that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or any other computer resource;
17. that disrupts the normal flow of dialogue with an excessive number of messages (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service; or
18. that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service.

Additionally, you agree not to:

1. contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose, specifically, contact any user to post advertisement on a third party Website or post any advertisement on behalf of such user; or to "stalk" or otherwise harass anyone;
2. make any libellous or defamatory comments or postings to or against anyone;
3. collect personal data about other users or entities for commercial or unlawful purposes;
4. use automated means, including spiders, robots, crawlers, data mining tools, or the like to download or scrape data from the Service, except for internet search engines (e.g., Google) and non-commercial public archives (e.g. archive.org);

5. post Content that is outside the domain area or not relevant to our functional area, repeatedly post the same or similar Content, or otherwise impose unreasonable or disproportionately large loads on our servers and other infrastructure;
6. post the same item or service in multiple classified categories or forums, or in multiple metropolitan areas;
7. attempt to gain unauthorized access to computer systems owned or controlled by IndAXonline or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the Website.
8. use any automated device or software that enables the submission of automatic postings on IndAXonline without human intervention or authorship (an "automated posting device"), including without limitation, the use of any such automated posting device in connection with bulk postings, or for automatic submission of postings at certain times or intervals; or

Any Content uploaded by you shall be subject to relevant laws and may be disabled, or and may be subject to investigation under appropriate laws. Furthermore, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the Site, we may terminate your account/block your access to the Site and we reserve the right to remove any non-compliant Content uploaded by you.

A.3 PAID POSTINGS.

IndAXonline may charge a fee to post Content in some areas of the Service. The fee permits certain Content to be posted in a designated area of the Website. Each party posting Content to the Service is responsible for said Content and compliance with the Terms. Any such fees paid hereunder are non-refundable in the event any Content is removed from the Service for violating these Terms

A.4 NOTIFICATION OF CLAIMS OF INFRINGEMENTS.

IndAXonline is not liable for any infringement of intellectual property rights arising out of materials posted on or transmitted through the site, or items advertised on the site, by end users or any other third parties.

If you are an owner of intellectual property rights or an agent who is fully authorised to act on behalf of the owner of intellectual property rights and believe that any Content or other content infringes upon your intellectual property right or intellectual property right of the owner on whose behalf you are authorised to act, you may submit a notification to IndAXonline together with a request to IndAXonline to delete the relevant Content in good faith in the claims of infringement form available here.

A.5 INTELLECTUAL PROPERTY RIGHTS.

You acknowledge and agree that the materials on the Website, other than the user Content including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Materials") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to IndAXonline, and are subject to copyright and other intellectual

property rights under the applicable laws. You shall, in no event, reverse engineer, decompile, or disassemble such trademarks and nothing herein shall be construed to grant you any right in relation to such trademarks. Materials on the Website are provided to you as is for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. IndAXonline reserves all rights not expressly granted herein to the Website and the Materials. You agree to not engage in the use, copying, or distribution of any of the Materials other than as expressly permitted herein, including any use, copying, or distribution of Materials of third parties obtained through the Website for any commercial purposes. If you download or print a copy of the Materials for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Materials or enforce limitations on use of the Website or the Materials therein. The Service is protected to the maximum extent permitted by copyright laws, other laws, and international treaties and/or conventions. Content displayed on or through the Service is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws, other laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the Website, the Materials, or the collective work or compilation is expressly prohibited. Copying or reproducing the Website, the Materials, or any portion thereof to any other server or location for further reproduction or redistribution is expressly prohibited. You further agree not to reproduce, duplicate or copy Content or Materials from the Service, and agree to abide by any and all copyright notices and other notices displayed on the Service. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service. IndAXonline is a trade /service mark registered with trademark authorities and in various jurisdictions.

A.6 USER SUBMISSIONS.

You understand that when using the Website, you will be exposed to Content from a variety of sources, and that IndAXonline is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content, and you agree and assume all liability for your use. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, defamatory or libellous and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against IndAXonline with respect thereto.

A.7 INDEMNITY

You agree to defend, indemnify and hold harmless IndAXonline, its officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your use of and access to the Website and/or the Service; (ii) your violation of any term of these Terms; (iii) your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This indemnification

obligation will survive termination, modification or expiration of these Terms and your use of the Service and the Website.

A.8 NO SPAM POLICY

You understand and agree that sending unsolicited email advertisements or other unsolicited communications to IndAXonline email addresses or through IndAXonline computer systems are expressly prohibited by these Terms. You acknowledge and agree that from time to time IndAXonline may monitor email usage using human monitors or automated software to flag certain words associated with spam or scams in emails that are sent between one user to another in the IndAXonline email system. Any communication between yourself and any other user utilizing the communication features available on the Service and the Website may be used only in accordance with the Terms. Any unauthorized use of IndAXonline computer systems is a violation of these Terms and certain applicable laws. Such violations may subject the sender and his or her agents to civil and criminal penalties.

A.9 DEALINGS WITH ORGANIZATIONS AND INDIVIDUALS

You acknowledge and agree that IndAXonline shall not be liable for your interactions with any organizations and/or individuals on the Website or through the Service. This includes, but is not limited to, payment and delivery of goods and services, and any other terms, conditions, warranties or representations associated with any interaction you may have with other organizations and/or individuals. These dealings are solely between you and such organizations and/or individuals. You agree and acknowledge that IndAXonline shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or interactions. If there is a dispute between participants on the Website, or between users and any third party, you understand and agree that IndAXonline is under no obligation to become involved in such dispute. In the event that you have a dispute with one or more other users, you hereby release IndAXonline, its officers, employees, agents and successors from any and all claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or our Service.

A.10 LIMITATION AND TERMINATION OF SERVICE

You acknowledge and agree that IndAXonline may establish limits from time to time concerning use of the Service, including among others, the maximum number of days that Content will be maintained or retained by the Service, the maximum number and size of postings, e-mail messages, or other Content that may be transmitted or stored by the Service, and the frequency with which you may access the Service or the Website. You acknowledge and agree that IndAXonline has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Website or the Service. You acknowledge and agree that IndAXonline reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that IndAXonline shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Service. You acknowledge and agree that IndAXonline, in its sole and absolute discretion, has the right (but not the obligation) to delete or deactivate your account, block your e-mail or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and

without notice, and remove and discard any Content within the Service, for any reason or no reason at all, including, without limitation, if IndAXonline believes that you have violated these Terms. Further, you agree that IndAXonline shall not be liable to you or any third-party for any termination of your access to the Website or the Service. Further, you agree not to attempt to use the Service after any such termination.

A.11 DISCLAIMER OF WARRANTIES

You expressly acknowledge and agree that use of the website and the service is entirely at your own risk and that the website and the service are provided on an "as is" or "as available" basis, without any warranties of any kind. All express and implied warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights are expressly disclaimed to the fullest extent permitted by law. To the fullest extent permitted by law IndAXonline, its officers, directors, employees, and agents disclaim all warranties, express or implied, in connection with the website and your use thereof. IndAXonline makes no warranties or representations about the accuracy or completeness of the website's content or the content of any third party websites linked to the website and assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the website and service, (iii) any unauthorized access to or use of our servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from the website, (iv) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the website by any third party, and/or (v) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed, communicated, transmitted, or otherwise made available via the website or the service. IndAXonline does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the website or any hyperlinked website or featured in any banner or other advertising, and IndAXonline will not be a party to or in any way be responsible for monitoring any transaction between you and/or other users and/or third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

A.12 LIMITATIONS OF LIABILITY

In no event shall IndAXonline, its officers, directors, employees, or agents, be liable for direct, indirect, incidental, special, consequential or exemplary damages (even if IndAXonline has been advised of the possibility of such damages), resulting from any aspect of your use of the website or the service, including without limitation whether the damages arise from use or misuse of the website or the service, from inability to use the website or the service, or the interruption, suspension, modification, alteration, or termination of the website or the service. Such limitation of liability shall also apply with respect to damages incurred by reason of other services or products received through or advertised in connection with the website or the service or any links on the website, as well as by reason of any information, opinions or advice received through or advertised in connection with the website or the service or any links on the IndAXonline site. These limitations shall apply to the fullest extent permitted by law. You specifically acknowledge and agree that IndAXonline shall not be liable for user submissions or the defamatory, offensive, or illegal conduct of any user or third party and that the risk

of harm or damage from the foregoing rests entirely with you. The website is controlled and offered by IndAXonline. IndAXonline makes no representations or warranties that the website is appropriate for use in other locations. Those who access or use the website from other jurisdictions do so at their own volition and risk and are responsible for compliance with local law.

A.13 ASSIGNMENT

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by IndAXonline without restriction. Any assignment or transfer by you shall be null and void.

A.14 ABILITY TO ACCEPT TERMS OF SERVICE

This Website is intended only for adults as individual or as entitled representative of any company /firm /organization /business and that you are eligible to contract as per applicable laws. If you are using/accessing this Website as a representative of any person/entity, you acknowledge that you are legally authorised to represent that person/entity. Minors, i.e. users of under 18 years of age, are only allowed to access the Website and use the Service, in the event of approval of their legal representatives or in the event that it concerns an act or a transaction that is usual and acceptable standard in civil life and practice. You affirm that you are either at least 18 years of age.

A.15 GENERAL INFORMATION.

These Terms and the other policies posted on the Website constitute the complete and exclusive understanding and agreement between you and IndAXonline and govern your use of the Service and the Website superseding all prior understandings, proposals, agreements, negotiations, and discussions between the parties, whether written or oral. The Terms and the relationship between you and IndAXonline shall be governed by the laws of the India. Any claim you may have against IndAXonline must be submitted to the exclusive jurisdiction the courts of **New Delhi, India**. However, in the event that you are a consumer it may be that consumer law requires that another law is applicable and that a claim may be submitted to another jurisdiction. The failure of IndAXonline to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid (including, without limitation, because such provision is inconsistent with the laws of another jurisdiction) or inapplicable, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision. If any provision or provisions of these Terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of the Terms shall not in any way be affected or be impaired.

SECTION-B : PRIVACY POLICY

IndAXonline is responsible for the collection, use, and retention of personal information in the sense of applicable Data Protection Act.

B.1 TYPE OF INFORMATION COLLECTED

When you visit the Website, we may collect certain non-personal information such as your Internet Protocol ("IP") address, operating system, browser type, and Internet service provider. This type of information does not identify you personally. When you register with the Website or respond to advertisements or posts on the Website or post contents on the Website without registering, we may also collect personal information that you provide such as your name, mailing address, email address, phone/mobile number, home country, and pin code ("Registration Information") etc. You have the option of also providing to us your company name, address, title and other detail if you choose to register with IndAXonline. If you provide your phone number, it will be displayed in your posting. Further, if you have provided your phone number and posted an advertisement using your account, you agree to receive communications on the provided phone number from our side which may include but not be limited to automated calls or text messages. The communication may require you to confirm and verify that your account has been used to post the relevant advertisement on the Website. We may also collect additional information that our users provide, such as new or deleted postings, new or deleted comments, keyword searches and new contact sellers. We use third party companies to monitor site traffic, which may, in some instances, store your information (see Section 21(4) below). By using this Website or the Service, you consent to collection, storage, and use of the personal information you provide for any of the services that we offer, and you consent to our collection of any changes or updates that you may provide to any information you provide that is collected by IndAXonline.

B.2 COOKIES

We may use cookies to manage our users' sessions and to store preferences, tracking information, and language selection. Cookies may be used whether you register with us or not. "Cookies" are small text files transferred by a web server to your hard drive and thereafter stored on your computer. The types of information a cookie collects include the date and time you visited, your browsing history, your preferences, and your username. In some instances, our third-party service providers may use cookies on the Website. We cannot control or access cookies used by third- party service providers. This Privacy Policy covers only Cookies used by us, and not any cookies used by third parties. You have the ability to either accept or decline the use of cookies on your computer, whether you are registered with us or not. Typically, you can configure your browser to not accept cookies. However, declining the use of cookies may limit your access to certain features of the Website. For example, you may have difficulty logging in or using certain interactive features of the Website, such as the IndAXonline Forum or Comments feature as & when available.

B.3 THIRD PARTIES

We use third-party service providers to manage the operation of our Website and generally improving our Website and to monitor our users' interests & their activities. You hereby authorise IndAXonline and/or third party service providers engaged by IndAXonline to collect, use, store, analyse, reproduce, publish, and adapt (either on its own or through third party service provider) the information in relation to your use of the Website for the purpose of data analysis and for improving your experience on the Website. In addition, the Website may occasionally contain links to Third-Party Sites or provide you information in relation to services that you may avail from any third parties. Information about services that you may choose to avail from these third party service providers may be actively provided to you by IndAXonline in any manner including through its various marketing and communication channels. You acknowledge that this is solely undertaken by IndAXonline to improve your experience in relation to the use of the Website and the provision of such services shall be subject to such additional terms and conditions of IndAXonline and/or third party service providers. IndAXonline may also offer for free or for a fee, deliverables produced by third party service providers in furtherance of any services that you may have availed from these third party service providers in connection with the advertisement posted on the Website, without any obligation (monetary or otherwise) towards you. IndAXonline shall not be responsible for any service availed by you from such third parties or any payment made by you to such third parties in connection with the services. Any concern or claims in relation to such services should be directed by you to such third parties. If you click on the links to Third-Party Websites, you leave the Website. We are not responsible for the content of these Third-Party Websites or for the security of your personal information when you use the Third Party Websites. These third-party service providers and Third-Party Sites may have their own privacy policies governing the storage and retention of your personal information that you may be subject to. They may collect information such as your IP address, browser specification, or operating system. This Privacy Policy does not govern personal information provided to, stored on, or used by these third-party providers and Third-Party Sites. We recommend that when you enter a Third-Party Site, you review the Third Party Site's privacy policy as it relates to safeguarding your personal information. We use third-party advertising companies to serve ads when you visit the Website. These companies may use information (not including your name, address, email address, or telephone number) about your visits to the Website and Third-Party Websites in order to provide advertisements about goods and services of interest to you. By publishing an ad on the Website, you acknowledge and agree that the Content is public and accessible by any third party and that they may appear in search engine results (such as Yahoo!, MSN, Google, Altavista, and other search engines) and in the cache of those search engines, in feeds and Third-Party Websites pursuant to cobranding agreements, and that it is the sole responsibility of each of those search engines, Third-Party Websites or RSS web feed resources to update and/or to remove Content from their indexes and their cache. You agree and acknowledge that IndAXonline is not liable for the information published in search results or by any Third-Party Website that carries IndAXonline postings.

B.4 HOW YOUR INFORMATION IS USED

We may use information provided by you to: (i) enforce our Terms of Use, monitor user activity, such as keyword searches or new postings, and more effectively manage traffic on the Website; (ii) provide customer services, create and manage user accounts; and (iii) assist you with technical difficulties. Also, we may share with third-party service providers certain information, such as your browser

capabilities or operating system, that we have collected in order to better understand which advertisements and services may interest you. We may block users located in certain countries from using the Website. We may retain such information for as long as is required to fulfil our business objective, even after your account is terminated.

B.5 PROTECTING YOUR PERSONAL INFORMATION

You are a valued customer, and we recognize that protecting your privacy is important to you. For this reason, we are committed to protecting the personal information you provide in a variety of ways. We do not process any payments on the website and do not store any information related to your credit card or any bank detail.

Your Registration Information may be protected by a unique customer password and user ID. You should not disclose your password information to anyone and you should always remember to log off if using a shared computer. Lastly, you may utilize the Website as an anonymous user by not registering. We have taken certain security protections in safeguarding your personal information. However, as with most electronic transactions, no method is 100% safe. While we strive to use a commercially acceptable means to protect the personal information you provide, we cannot guarantee its security. Therefore, you acknowledge and agree that we assume no liability regarding the theft, loss, alteration or misuse of personal or other information or Content, including, without limitation, such information that has been provided to third parties or other users, or with regards to the failure of a third party to abide by the agreement between us and such third party. You may participate in our Forum or utilize our Comments feature. For postings to the Forum, your username will be posted. For postings using the product upload or feature, some of your information as marked and guided in the relevant pages will only be posted if you select the option for public display. We strongly discourage posting any information in any Content posted by you that you do not want others to see. You agree that you are responsible for maintaining the confidentiality of your username and password, and all uses of your account, whether or not you have authorized such use.

B.6 ACCESSING AND MODIFYING PERSONAL INFORMATION AND COMMUNICATION

You may access, remove, review, and/or make changes to personal information that you have provided to us through the relevant tab /screen . You need to or not to register in order to post or respond to advertisements on the Website. If you register or respond to advertisements or posts on the Website or post any content on the Website, we may send you certain notifications, advertisements, promotions, surveys, text messages, specials and phone calls in relation to the Services. You hereby unconditionally allow us and our service providers to contact you via text messages or by phone calls and agree that you shall have no claim against IndAXonline or its service providers under any applicable law. We may also send you any required notifications and certain notifications, including but not limited to, service related notices or notices regarding a change to any of our policies. For example, we may send you a notice regarding server problems or scheduled maintenance to the Website. In order to opt-out of receiving these notices, you may need to deactivate your account. You can opt out of certain e-mail communications from us, including our newsletters, advice on buying and selling on the Website, and notifications that you can refresh your posting. We will not change your preferences without your consent. You cannot opt out of receiving interactional communications sent to you by other users related to your posting of product via IndAXonline.

B.7 DISCLOSURES

On rare occasions, we may be required to disclose your personal information due to legal or regulatory requirements. In such instances, we reserve the right to disclose your personal information as required in order to comply with our legal obligations, including but not limited to complying with court orders, warrants, subpoenas, service of process requirements, or discovery requests. We may also disclose information about our users to law enforcement officers or others, in the good faith belief that such disclosure is reasonably necessary to enforce these Terms and/or Privacy Policy; respond to claims that any Content violates the rights of third-parties; or protect the rights, property, or personal safety of IndAXonline, our users or the general public. You agree and acknowledge that we may not inform you prior to or after disclosures made according to this section. If substantially all of our assets are sold or merged into another company, the acquiring company shall be given access to your personal information without your consent. If we sell only a part of our business, the acquiring entity shall have access to your personal information without your consent and we may send you a notice regarding this sale.

B.8 NOTIFICATION OF CHANGES

We reserve the right to change these Terms from time to time, and at our sole discretion. We may send you a notice regarding material changes to these Terms, including the Privacy Policy or the Website. You should make note of the "last updated date" at the beginning of the Terms. With this information, you should be able to identify if the Terms have been updated recently.

B.9 DISPUTES

Any disputes regarding your privacy are subject to the Terms, including but not limited to any provisions related to indemnification, limitations on damages, and choice of law and forum.

B.10 HOW TO CONTACT US

If you have questions about this Privacy Policy, please contact IndAXonline via feedback@indaxonline.com with "Privacy Policy" in the subject line.
