Bizmitra

# Online Terms of Service

Terms · Version **v2.0** · Effective **Sep 6, 2026** · Last updated **Sep 6, 2026**

Terms for self-service and online business use of Bizmitra.

| **Legal entity** | **Drushtant Infoweb Private Limited** |
| --- | --- |
| Registered office | 51, Kailash Complex-A, Near Gundala Gate, Gondal - 360311, Gujarat, India |

Interpretation. This document describes Bizmitra’s current service and current-law position as at the date above. Mandatory law prevails where it cannot lawfully be varied. Read it with the other Bizmitra legal documents referenced in it.

These Online Terms of Service ("Terms") govern business use of Bizmitra where you subscribe or register online without a separately signed enterprise MSA. If your organisation has a signed Order Form/MSA that covers the same Service, that signed agreement controls to the extent of conflict.

## 1. Eligibility and authority

You must use Bizmitra for lawful business/professional purposes and have authority to bind the organisation for which you create or administer an account. You are responsible for information provided during registration and for keeping it accurate.

## 2. Account security and users

Keep administrator/user credentials confidential and use available security controls.

Configure roles/permissions appropriately and remove access when a person no longer needs it.

You are responsible for activity through your tenant except to the extent caused by a Bizmitra breach.

Workforce employees are created/authorised by their employer and cannot independently register themselves into an employer Workforce tenant.

## 3. Subscription, billing and cancellation

Plan price, billing frequency, taxes, included limits and renewal are shown at purchase or in the applicable Order Form. Fees are payable in advance unless stated otherwise. Refunds/cancellations are governed by the current Refund & Cancellation Policy and mandatory consumer/business law where applicable. Failure to pay undisputed amounts may lead to suspension after reasonable notice.

## 4. Customer Data

You retain your rights in data you place in Bizmitra. You authorise Bizmitra to host, process, transmit, back up and otherwise handle it as necessary to provide, secure and support the Service. If you place another person’s personal data in Bizmitra, you are responsible for having a lawful basis/authority and providing any required notice or consent. Customer Personal Data processing is governed by the Data Processing Addendum where applicable.

## 5. Data hosting and integrations

The standard ERP/CRM/Workforce production environment is hosted in Mumbai, India. Limited sales summary data may be processed in Germany for forecasting as described in the Privacy Notice. Third-party integrations such as Tally, payment, statutory filing, email/messaging and app stores may be governed by their own terms and may process data necessary for the feature you invoke.

## 6. AI and public chat

AI or predictive output is assistive and may be inaccurate. You remain responsible for business, accounting, tax, payroll, employment and other decisions. The public guest AI chat has separate terms/privacy disclosures; do not submit unnecessary confidential or sensitive information to it.

## 7. Acceptable use

You and your users must comply with the Bizmitra Acceptable Use Policy. You must not misuse the Service, attack/bypass security, upload unlawful data, send spam/phishing, infringe rights, disrupt other users or exceed technical limits through circumvention.

## 8. Intellectual property

Bizmitra and its licensors own the Services, software, APIs, documentation, designs, trademarks and underlying technology. These Terms grant only a limited right to use the subscribed Service during the subscription term. No source code or ownership is transferred.

## 9. Service changes and suspension

Bizmitra may update features, interfaces, dependencies and security controls. Bizmitra may suspend access where reasonably necessary for security, unlawful use, material breach or non-payment. Where practicable, suspension will be limited to the affected account/feature and notice will be provided.

## 10. Availability and third parties

Bizmitra uses commercially reasonable efforts to operate the Service but does not promise uninterrupted operation unless a specific SLA says so. Internet failures, maintenance and third-party outages can affect availability. Bizmitra is not responsible for a third party’s independent service, policy or licensing change.

## 11. Termination and data export

You may stop using the Service or cancel according to your plan terms. Bizmitra may terminate for material breach after reasonable notice/cure, or immediately where necessary for unlawful/security abuse. After termination, you should export required records. Unless different plan terms apply, data may remain available for export for up to 30 days where technically available and legally permitted, after which it is handled according to the Privacy Notice/DPA, backup rotation and statutory/legal holds.

## 12. Warranties and liability

Bizmitra will provide the Service with commercially reasonable skill and care. To the maximum extent permitted by law, implied warranties and liability for indirect/consequential losses are excluded. Except for liability that cannot be limited,

payment obligations, fraud/wilful misconduct, confidentiality or intellectual-property obligations, Bizmitra’s aggregate liability for an online subscription will not exceed the fees paid for the affected Service during the 12 months before the event giving rise to the claim.

## 13. Governing law

Unless mandatory law requires otherwise, these Terms are governed by Indian law and Gujarat law, and courts of competent jurisdiction in Rajkot District, Gujarat, India have jurisdiction after good-faith efforts to resolve the dispute.

## 14. Changes

Bizmitra may update these Terms to reflect legal, security, service or commercial changes. Material changes will be notified where required. Continued use after the effective date of an updated version constitutes acceptance where permitted by law; changes requiring fresh consent will be handled separately.

## 15. Contact

Support: support@bizmitra.io. Privacy: privacy@bizmitra.io. Grievance: grievance@bizmitra.io. Postal address: 51, Kailash Complex-A, Near Gundala Gate, Gondal - 360311, Gujarat, India.

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