

## **Terms of Service**

Thank you for choosing Bizknot. Bizknot Private Limited (“we,” “our,” or “us”) operates both the Bizknot website at <https://Bizknot.pk> (referred to as the “Service”). By creating an account with Bizknot or using any Bizknot services (“Services”), you agree to abide by these Terms of Service. Please read them carefully, as they include all provisions within Bizknot’s Acceptable Use Policy (AUP) and Privacy Policy. If you offer products or services related to COVID-19, you will also need to review and agree to our COVID-19 Product Sales Guidelines.

## **Service Overview**

Bizknot provides a suite of solutions aimed at assisting users in selling their products and services. These offerings, collectively referred to as "Services," allow users to create and manage online stores to connect with buyers (“Online Services”). Any future updates or new tools added to enhance these Services will also be governed by these Terms. For the latest version of our Terms of Service, please refer to the Bizknot website at any time.

## **Updates to Terms and Conditions**

Bizknot may revise these Terms of Service at its sole discretion, posting any changes directly on the Bizknot website. It’s your responsibility to review the Terms periodically to stay informed of any adjustments. If you disagree with any changes, please stop using the Services.

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## **Account Registration Requirements**

To access our Services, you must register for a Bizknot account ("Account") and provide information such as your phone number, legal name, address, email, postal code, demographic details (age, gender, etc.), official photo ID, valid payment information, and browsing details like pages viewed and links clicked. Bizknot reserves the right to reject any application or terminate an existing account at any time, at its sole discretion.

By registering, you confirm that you’re using Bizknot’s Services for legitimate business purposes and not for personal, household, or prohibited activities under any applicable laws, including those in Pakistan. Your provided phone number will serve as the primary means of communication with Bizknot.

You are responsible for keeping your password secure and for safeguarding your Account. Bizknot will not be liable for any loss or damage due to unauthorized access resulting from inadequate security on your part. You also assume full responsibility for setting up and managing your Bizknot Store. Note that Bizknot does not function as a marketplace; all transactions made through your store are strictly between you and the buyer.

Any content or actions associated with your Account, including images, text, videos, and other materials (“Materials”), are solely your responsibility. Breaching these Terms, as judged by Bizknot, may lead to the immediate suspension or termination of your Services.

**Summary:** You are solely responsible for all content and activities on your Bizknot Account. Breaches of these Terms may result in account termination. Our primary communication with you will be via phone or email as provided.

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## **Ownership of Accounts**

The individual registering an Account will be designated as the "Store Owner" and is the only party authorized to use the associated Account. It is your duty to ensure the Store Owner's name, or the legally recognized name of the business, is prominently displayed on your store's website.

Each Bizknot Store is linked to one Store Owner, though a Store Owner may operate multiple Bizknot Stores. A “Store” refers to any online or physical retail outlet associated with the Account.

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## **User Eligibility**

Bizknot's Services are available in specific regions of Pakistan. Individuals classified as "incompetent to contract" under the Pakistan Contract Act, 1872, such as undischarged insolvents, are not eligible to use the Site. Minors aged 13 to 18 may only access the Site under the supervision of a parent or guardian who agrees to these Terms. If you are under 18, transactions on your behalf must be made by your parent or guardian. Purchasing products intended for adult use, or those restricted for minors, is prohibited.

## **PAYMENTS**

### **Our Role**

Bizknot's involvement in payment transactions is limited to collecting funds from your customers solely for deliveries managed by Bizknot logistics. We do not participate in the underlying sales agreements between sellers and buyers. By using our service, you authorize us to handle, receive, and disburse funds per your instructions, in line with this Agreement. Note, however, that Bizknot is not a party to any sales contract; we neither represent the buyer nor the seller. We are not responsible for mediating disputes between parties or enforcing sales contracts. You remain the primary seller of record for all transactions via Bizknot and acknowledge that Bizknot is not your fiduciary or trustee. Funds processing may involve third-party affiliates and financial institutions (“Processors”) as required.

### **Verification**

To ensure secure transactions, Bizknot may request additional information to verify your business identity before facilitating services or releasing funds. We reserve the right to

perform checks, including credit reports or database validations, either directly or via third parties. You permit us to periodically access your credit reports to manage your Bizknot Account or resolve disputes under this Agreement.

### **Acceptance of Funds**

Funds equivalent to the sale proceeds, minus applicable fees, taxes, delivery charges, and other dues owed to Bizknot or affiliates (“Net Sale Proceeds”), will be credited to your account based on the schedule detailed below. Bizknot prohibits using your Account to send payments to other individuals outside of authorized services. No interest is earned on collected funds, and these funds are not covered by deposit protection.

### **Delivery Errors and Nonconformity; Product Recalls**

Responsibility for issues such as non-delivery, misdelivery, or product recalls rests solely with you. Bizknot must be informed of any public or private product recalls as soon as you become aware of them.

### **Taxes**

You are fully responsible for calculating, collecting, reporting, and remitting all taxes related to the use of Bizknot’s services, including sales, VAT, or any other applicable duties. Bizknot may offer tools to aid in tax calculation but holds no liability for tax-related obligations arising from your transactions.

### **Settlement Schedule**

Payments for completed orders will be settled weekly as follows:

| <b>Transaction Dates</b>             | <b>Settlement Date</b>     |
|--------------------------------------|----------------------------|
| 1 <sup>st</sup> to 8th               | 15th                       |
| 9th to 15th                          | 22 <sup>st</sup>           |
| 16th to 22 <sup>nd</sup>             | 29th                       |
| 23 <sup>rd</sup> to 31 <sup>st</sup> | 8th of the following month |

Bizknot does not provide cash payments or refunds.

### **Data Security**

While content may transfer unencrypted across networks, credit card data remains encrypted during transmission. Bizknot is not liable for any fraudulent or duplicate transactions, and no claims in this regard will be entertained.

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## **DELIVERY SERVICES**

Bizknot and our third-party partners will fulfill delivery services professionally and in alignment with industry standards. By using our services, you agree to:

1. **Accurate Description:** Ensure all item details for delivery are accurate. Inform our team of any special handling requirements based on the nature of the item.
2. **Delivery Fees:** You will be charged per the rate card, subject to adjustments at Bizknot's discretion.

3. **Delivery Address:** Confirm the correctness of the delivery address. Additional costs for redelivery due to incorrect information will be borne by you.
  4. **Estimated Delivery Times:** Delivery typically occurs within three business days, though certain areas may experience delays.
  5. **Liability:** You bear responsibility for non-delivery issues caused by incorrect information. Inaccurate or false information may result in account suspension or removal.
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### **Prohibited Items for Delivery**

Do not use Bizknot's services to ship:

- Fragile items needing special handling (e.g., cakes, flowers)
- Raw meat, seafood, frozen food, dairy
- Hazardous, explosive, or unsafe items (e.g., power banks)
- Cash, passports, or official documents
- Illegal items or substances
- Unpacked or loose items, counterfeit goods, etc.

You commit to providing accurate and honest information whenever requested by Bizknot. We reserve the right to verify and assess the details you submit at any time. If your information is found to be untrue (in whole or in part) during this verification process, Bizknot may, at its discretion, reject your registration and restrict your access to the Services and/or any related websites without prior notification.

By accessing the services on this Site, you acknowledge that you are doing so at your own risk, and you should exercise careful judgment before engaging in any transactions.

Any disputes or claims related to the Delivery Services will be resolved through binding arbitration and will be governed by the applicable laws, including disclaimers of warranties and limitations on liability, along with all other terms outlined in the Conditions of Use. By utilizing the Delivery Services provided by Bizknot, you consent to these terms.

You also agree to indemnify, defend, and protect Bizknot from any claims arising from: (i) Services arranged by Bizknot for you or your customers, or any interactions involving you and third parties; and (ii) any misrepresentations, defaults, misconduct, failures to perform, breaches, or any other actions associated with this Agreement or any other agreements between you and Bizknot.

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### **GENERAL CONDITIONS**

Bizknot provides technical support exclusively to registered users. By continuing to use our services, you agree to comply with Pakistani law and all applicable regulations. Any updates to our Terms will be posted on our website and are effective upon posting. Continued use implies your acceptance of these modifications.

Restrictions include, but are not limited to:

- Illegal or unauthorized activities, including copyright violations.
- Prohibition against purchasing search engine keywords or domains using Bizknot's brand.
- Accurate location updates in your account for tax and jurisdiction purposes.

### **Communication and Data Handling**

Your use of Bizknot's SMS Services must comply with the relevant laws of both the sender and receiver's jurisdictions. Bizknot handles your data per our privacy policy.

### **Severability**

If any provision of these Terms is deemed invalid, the remainder of the Terms will remain enforceable.

Technical support for the Services is exclusively provided to Bizknot Users.

These Terms of Service are governed by and interpreted under the laws of Pakistan, without regard to its conflict of laws principles.

You acknowledge that Bizknot may modify these Terms of Service at any time by posting the updated Terms on our website, available at [Terms of Services | Bizknot](#). Such amendments become effective upon posting. Your continued use of the Services following the publication of any changes constitutes your acceptance of the revised Terms. If you do not agree with the changes, you should discontinue your use of the Services.

You agree not to use Bizknot Services for any illegal or unauthorized purposes. Additionally, you must not violate any laws applicable to your jurisdiction (including but not limited to copyright laws), the laws relevant to your customers' jurisdictions, or the laws of Pakistan. You will comply with all applicable laws, regulations, and rules while using the Services and fulfilling your obligations under these Terms of Service.

You shall not reproduce, duplicate, copy, sell, resell, or exploit any part of the Services, your use of the Services, or your access to the Services without express written permission from Bizknot.

You are prohibited from purchasing keywords for search engines or pay-per-click advertising (such as Google Ads) or domain names that incorporate Bizknot's name or trademarks, including any variations or misspellings.

You must ensure that your location information in the administration menu of your Bizknot Store is accurate. If your jurisdiction changes, you are required to promptly update your location in the administration menu.

The Services enable you to send certain communications to your customers via short message service (SMS) for purposes such as order confirmation notifications (the "SMS Services"). You agree to use the SMS Services in compliance with these Terms of Service and the applicable laws of your jurisdiction as well as those where your messages are received.

You acknowledge that your use of the Services, including any information transmitted to or stored by Bizknot, is governed by our Privacy Policy, which is available at [Privacy Policy | Bizknot](#).

If any provision or part of a provision in these Terms of Service is found to be invalid, illegal, or unenforceable for any reason, the remaining provisions will continue in full force and effect. The Terms will be interpreted as if the invalid, illegal, or unenforceable provision had never been included.

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## **BIZKNOT RIGHTS**

We reserve the right to modify or discontinue the Services at any time and for any reason, without prior notice. Not all Services and features may be available in every jurisdiction, and we are not obligated to make any Services or features accessible in any specific area.

We reserve the right to refuse service to anyone at any time for any reason.

While we may, at our discretion, remove any Materials and suspend or terminate Accounts, we have no obligation to do so. This may occur if we determine that the goods or services offered through a Store, or the Materials uploaded or posted, violate our Acceptable Use Policy (“AUP”) or these Terms of Service.

Any form of verbal or written abuse (including threats or intimidation) directed toward any Bizknot customer, employee, member, or officer will result in immediate termination of the Account.

Bizknot does not pre-screen Materials and retains the sole discretion to refuse or remove any Materials from the Service, including those from your Store.

We reserve the right to provide our services to your competitors and do not guarantee exclusivity in any particular market segment. You acknowledge that Bizknot employees and contractors may also be customers/merchants of Bizknot and may compete with you, although they are prohibited from using your Confidential Information (as defined in Section 6) for this purpose.

In the event of a dispute concerning Account ownership, we reserve the right to request documentation to establish or confirm ownership. Acceptable documentation may include, but is not limited to, a scanned copy of your business license, government-issued photo ID, the last four digits of the credit card on file, or proof of employment with a relevant entity.

Bizknot retains the right to determine, at its discretion, the rightful owner of an Account and may transfer the Account to the legitimate Store Owner.

If we are unable to reasonably ascertain the rightful Store Owner, Bizknot reserves the right to temporarily disable the Account until the dispute is resolved between the involved parties, without prejudice to our other rights and remedies.

This document covers several essential legal aspects for Bizknot's courier integration platform agreements with e-commerce clients. Here's a breakdown of each section's

significance and potential customization points if you're planning to create an agreement template:

1. **Confidentiality:**

- **Purpose:** Protects sensitive business information exchanged between Bizknot and its clients.
- **Key Elements:** Confidential information includes customer lists, pricing details, marketing data, etc. Bizknot's security practices and non-public service information are also covered.
- **Customization:** If additional confidentiality obligations are needed for specific clients, include any unique details here.

2. **Disclaimer and Limitation of Liability:**

- **Purpose:** Limits Bizknot's liability for indirect or incidental damages resulting from service use.
- **Key Elements:** Bizknot is not liable for lost profits, tax obligations, or errors in service availability. Clients are responsible for ensuring their compliance with tax laws.
- **Customization:** You could add any particular exclusions based on the client's operational needs.

3. **Waiver, Severability, and Complete Agreement:**

- **Purpose:** Ensures that if one part of the agreement is unenforceable, the rest remains intact.
- **Key Elements:** Bizknot's rights are not waived by any failure to enforce provisions, and the agreement supersedes any prior arrangements.
- **Customization:** Specific terms that reflect prior discussions with the client could be added here for clarity.

4. **Intellectual Property and Customer Content:**

- **Purpose:** Addresses ownership and usage rights for materials the client uploads to the platform.
- **Key Elements:** Clients retain ownership of their materials, but Bizknot has rights to display and use client names and logos for promotional purposes.
- **Customization:** Adjust language to specify how client content might be used in Bizknot's marketing or promotional materials.

5. **Cancellation and Termination:**

- **Purpose:** Outlines processes for account cancellation and termination of service.
- **Key Elements:** Describes immediate cessation of service upon termination, final payment obligations, and conditions where no refunds are due.
- **Customization:** Add details specific to the client's service level, such as pro-rated refunds if applicable.

6. **Third Party Services, Experts, and Experts Marketplace:**

- **Purpose:** Addresses limitations on liability related to third-party service providers.
- **Key Elements:** Bizknot and logistics partners are not liable for indirect or consequential damages, such as market share loss or loss of income.
- **Customization:** Modify to reflect the scope of services that Bizknot's third-party partners provide to ensure client expectations align with Bizknot's operational realities.

**Suggested Additions:**

- **Data Privacy Compliance:** Specify any data privacy obligations (e.g., GDPR compliance).
- **Indemnification Clause:** Ensure clients understand that they'll cover Bizknot's liability for any third-party claims arising from the client's misuse of services.
- **Service Level Agreements (SLAs):** If applicable, include a section defining uptime guarantees and support response times.

**Limitations of Liability** Bizknot and its logistics partners will not be held responsible for any losses, damages, misdirections, or failures in delivery resulting from events beyond our control. Such events include natural disasters, acts of war, aircraft incidents, embargoes, or any national matters affecting our operations. Additionally, we are not liable for shipments directed to locations that are not regularly serviced by our logistics partners. Bizknot is also not accountable for any damage to electronic items or images, regardless of our awareness of any existing issues at the time of shipping.

**Inspection Rights** Bizknot and its logistics partners maintain the right to inspect any shipment at any time, including the authority to open packages for examination.

### **Insurance Policy**

- Bizknot does not automatically include insurance coverage; it must be purchased separately during the booking process.
- Customers can opt to buy transit insurance to cover potential losses. In the event of loss, claims should be directed to the insurance provider; Bizknot is not responsible for any items lost or damaged.
- Insurance coverage can be arranged for a small fee upon request, but is not included unless explicitly purchased. The specifics of the coverage will follow the terms outlined in the relevant insurance policy. Coverage does not extend to consequential damages, delays, or emotional distress claims.

**Prohibited Items** Bizknot and its logistics partners will not accept the following items for transportation:

- Currency, jewelry, bullion, antiques, alcohol, stamps, precious metals, precious stones, artwork, firearms, plants, illegal substances, explosives, animals, perishable goods, bearer negotiable instruments, lewd materials, hazardous materials, and any items restricted under IATA, ICAO, or any law governed by the Federal or Provincial Government of Pakistan.

### **Claim Process**

- Bizknot and its logistics partners limit their liability for damages to Rs. 100/Kg or the amount paid to the logistics partner.
- Customers are encouraged to purchase insurance for their shipments to mitigate risk.
- Claims for loss or damage will not be accepted until all shipping fees have been settled.
- Claims must be filed in writing within 15 days of shipment booking, as records are maintained for only 30 days.

## Return Policy

- If a return status is marked but the parcel is not physically received, the merchant must submit a written request to Bizknot within 5 days of the return notification.
- If no request is received within this timeframe, the return will be considered completed, and the merchant will be liable for the full amount of the returned shipment.
- Requests should include the order number, consignment number, name of the logistics provider, a description of the items, packing images, and COD amounts.

**Merchant Undertaking** The merchant certifies that all shipments stored or forwarded through Bizknot's logistics partners comply with legal regulations and do not contain any illegal or prohibited materials. The merchant is responsible for all applicable taxes, duties, and legal documentation related to the shipments. In case of any legal actions, the merchant will address these directly with the authorities, absolving Bizknot of any responsibilities related to documentation verification.

**Third-Party Services** Bizknot may facilitate access to third-party services for your convenience. Any engagement with these services is at your discretion, and Bizknot disclaims responsibility for any issues that arise from their use. Users should review the terms of any third-party services before proceeding.

**Beta Services** Occasionally, Bizknot may invite users to test pre-release features on a trial basis. These features are subject to specific terms and are confidential. Bizknot does not guarantee the functionality of these beta services and may cease their availability at any time without incurring liability.

## Feedback and Reviews

Bizknot values suggestions and ideas for enhancing its services. Any feedback, ideas, or reviews you provide about our services or third-party offerings (collectively referred to as "Feedback") are not subject to confidentiality obligations or expectations of compensation. By submitting Feedback to Bizknot—whether directly or through any Bizknot-hosted platform—you relinquish all rights associated with it, granting Bizknot the liberty to utilize and modify the Feedback as it sees fit, without needing your approval. Reviews regarding third-party services must be accurate to the best of your knowledge and should not contain illegal, obscene, threatening, defamatory, invasive, infringing, or objectionable content. Bizknot reserves the right to remove or modify any Feedback concerning third-party services or providers but does not routinely monitor submitted Feedback.

## Rights of Third Parties

Except for Bizknot and its affiliates, as well as users accessing Bizknot Services per these Terms of Service, no individual or entity not party to these Terms will have the right to enforce any provision contained herein. This clause does not affect the rights of permitted assignees or transferees under these Terms.

## Privacy & Data Protection

Bizknot is dedicated to safeguarding your personal information and that of your customers. By using our services, you consent to Bizknot's collection, usage, and disclosure of personal information as detailed in our Privacy Policy.

## Rates

The rates for courier services will remain fixed for a period of 6 months from the signing of the agreement.

**Shipping Charges for Flyers:** If included with a shipment, the following charges will apply:

- Small (11 x 10 inches): Rs. 25
- Medium (16 x 12 inches): Rs. 30
- Large (19 x 14 inches): Rs. 35

**Charges Calculation (By Weight):** Clients will be billed based on the higher of the gross or volumetric weight. For shipments exceeding standard size, the volumetric weight will be calculated as  $\text{Length (cm)} \times \text{Width (cm)} \times \text{Height (cm)} / 5000$ .

## Overnight, Detain, and Overland Charges:

| Weight                     | Local Charges | National Charges |
|----------------------------|---------------|------------------|
| 01 Grams to 500 Grams      | Rs. 200       | Rs. 200          |
| 501 Grams to 1 KG          | Rs. 200       | Rs. 200          |
| Each Additional KG         | Rs. 200       | Rs. 200          |
| 1 KG to 3 KG               | Rs. 300       | Rs. 300          |
| 1 KG to 5 KG               | Rs. 350       | Rs. 350          |
| Each Additional KG (3 KG+) | Rs. 90        | Rs. 90           |

Additional Charges: FAF/FAC will apply to the above tariffs & GST as per government regulations.

*Bizknot service charges will be applied for merchants (upfront/advance payments) based on the order value. Courier charges will be deducted, and the remaining balance will be credited to the merchant's specified account once the status is marked as "Dispatched."*

## Contact Information

For inquiries about these Terms of Service, please reach out via:

- Email: support@Bizknot.pk
- Phone: +92 370-4744040
- Visit: 289- Ajmal Plaza, Batala Colony Faisalabad, Pakistan

## Shipper's Claim and Queries Process

| Sr. | Claim/Request/Complaint Type                             | Cut-off Time                      | Pre-Requisites                                                                                                     | Resolved Time                                   |
|-----|----------------------------------------------------------|-----------------------------------|--------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| 1   | Weight rectification and adjustment payment              | Within 24 hrs of arrival          | 1. CN<br>2. Actual Weight<br>3. Product details<br>4. Product Picture<br>5. Alternate CN                           | Within 66 days + Adjustment payment if approved |
| 2   | Short content or damaged shipment delivered to consignee | Within 24 hrs                     | 1. CN<br>2. Product details<br>3. Product pictures<br>4. Damage parcel picture<br>5. Invoice                       | Within 65 days                                  |
| 3   | Short content or damaged shipment returned to shipper    | Within 24 hrs                     | 1. CN<br>2. Product details<br>3. Product pictures<br>4. Damage parcel picture<br>5. Invoice<br>6. Receiving sheet | Within 65 days                                  |
| 4   | Lost parcels after arrival                               | Within 15 days from arrival       | 1. CN<br>2. Product details<br>3. Product pictures<br>4. Invoice<br>5. Receiving sheet                             | Within 65 days                                  |
| 5   | Lost parcels after booking (not arrived)                 | Within 3 days of booking          | 1. Scanned Load-sheet signed receiving<br>2. Product details<br>3. Product pictures<br>4. Invoice                  | Within 65 days                                  |
| 6   | Lost - Returned (POD)                                    | 3 days from return                | 1. CN<br>2. Product details<br>3. Product pictures<br>4. Invoice<br>5. Receiving sheet                             | Within 65 days                                  |
| 7   | Theft & snatching                                        | No claim                          | No claim<br>FIR copy available - if booked with Trax                                                               |                                                 |
| 8   | Returned marked but actually delivered                   | Within 2 days of concluded status | Order ID or consignment number                                                                                     | Within 65 days                                  |
| 9   | Pending orders conclusion request                        | N/A                               | Order ID or consignment number                                                                                     | Within 18 days                                  |

| Sr. | Claim/Request/Complaint Type | Cut-off Time                 | Pre-Requisites                                      | Resolved Time                  |
|-----|------------------------------|------------------------------|-----------------------------------------------------|--------------------------------|
| 10  | Late arrival from courier    | Next day from receiving      | Receiving sheet with date and name/sign of receiver | Immediate if operational issue |
| 11  | Wrong status rectification   | Right after concluded status | Tracing ID/Order ID                                 | Within 65 days                 |
| 12  | General query response       | -                            | -                                                   | 1 hours                        |

**Business/Product Sales on Bizknot:** Any small to medium and large business or product can be sold on Bizknot.

**Commission on Orders:** Bizknot does not charge any commission on orders.

**Order Delivery:** Bizknot does not handle deliveries to customers; it is the merchant's responsibility to deliver all orders.

**Support Availability:** Bizknot offers support for any inquiries or concerns regarding the use of our platform.