

Terms and Conditions

BXELL (www.bxell.com) – an online marketplace owned and operated by **HEXEL VENTURES PRIVATE LIMITED**

Effective date: 5 October 2026 | Version 2.0

Please read these Terms and Conditions ("Terms") carefully before using BXELL. These Terms are a legally binding agreement between you and **HEXEL VENTURES PRIVATE LIMITED**. By accessing, browsing, registering on or otherwise using the Platform, you confirm that you have read, understood and agreed to these Terms, our Privacy Policy and our Grievance Redressal Policy. If you do not agree, please do not use the Platform.

1. About us and these Terms

1.1 The website www.bxell.com, its mobile site, and the associated WhatsApp and SMS services (together, the "Platform" or "BXELL") are owned and operated by **HEXEL VENTURES PRIVATE LIMITED**, a private company limited by shares incorporated on 1 March 2025 under the Companies Act, 2013, bearing Corporate Identity Number (CIN) **U47912TN2025PTC177620** and having its registered office at Door No. 37-240/8, Neerodi, Kollemcode, Kollangodu, Vilavancode, Kanyakumari – 629160, Tamil Nadu, India ("Hexel Ventures", "Company", "we", "us" or "our").

1.2 "BXELL" is a brand name and product of Hexel Ventures. It is not a separate legal entity. Every reference to BXELL in these Terms is a reference to Hexel Ventures Private Limited.

1.3 These Terms are an electronic record under the Information Technology Act, 2000 and the rules made under it, and do not require a physical or digital signature. They are published in accordance with Rule 3(1) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 and the Consumer Protection (E-Commerce) Rules, 2020.

2. Definitions

- "User", "you" or "your" means any person who accesses or uses the Platform, whether as a visitor, Seller or Buyer.
- "Seller" means a User who posts a Listing, including an owner, franchisor, promoter seeking investment, property owner, or a broker or other representative acting with the owner's authority.
- "Buyer" means a User who browses Listings or contacts a Seller through the Platform.
- "Listing" means any advertisement or information posted by a Seller on the Platform, including text, figures, photographs and documents.
- "Connection Credit" means a prepaid unit purchased by a Buyer that can be used to unlock contact with a Seller through the Platform.
- "Boost" means a paid feature that gives a Listing priority visibility on the Platform for a fixed period.
- "Paid Services" means paid Listings, Boosts, Connection Credits and any other service for which a fee is charged on the Platform.

3. Eligibility and account

3.1 You must be at least 18 years of age and competent to contract under the Indian Contract Act, 1872 to use the Platform. The Platform is not intended for minors.

3.2 Individuals, sole proprietors, firms, LLPs, companies and other entities may use the Platform. If you use the Platform on behalf of a business or another person, you confirm that you are authorised to bind that business or person.

3.3 Browsing Listings is open to everyone. Posting a Listing, buying Paid Services or contacting a Seller requires registration through one-time password (OTP) verification of your mobile number. Your mobile number is your

account identity on the Platform.

3.4 You may hold only one account per mobile number. You are responsible for everything done through your account and for keeping your device, SIM and OTPs secure. Tell us immediately if you suspect unauthorised use of your account.

3.5 You must give us accurate and current information and keep it updated.

4. Nature of the Platform — what we do and do not do

4.1 BXELL is an online marketplace and an "intermediary" within the meaning of the Information Technology Act, 2000. It lets Users list and discover the following categories of opportunities:

- **Business sale** — sale of existing businesses, with a focus on small businesses valued under INR 1 crore;
- **Franchise** — franchise opportunities offered for specific districts or territories;
- **Investment** — businesses seeking investment or funding; and
- **Property and land** — residential and commercial property and land for sale, rent or lease.

4.2 Some categories or cities may be shown as "launching soon" and may not be available at a given time. We may add, restrict or withdraw any category, feature or location at any time.

4.3 **Our role is limited to providing the technology platform.** Hexel Ventures:

- is not a party to any negotiation, agreement or transaction between Users;
- is not a business broker, real estate agent, valuer, investment adviser, merchant banker, chartered accountant, lawyer or tax adviser, and does not act as agent for any Buyer or Seller;
- does not own, inspect, value, sell or take possession of any business, franchise, security, property or asset listed on the Platform;
- does not charge any commission or success fee on deals concluded between Users; and
- does not hold or transfer the purchase price or any other money between Users.

4.4 Nothing on the Platform is legal, financial, tax, valuation or investment advice. You should take independent professional advice before entering into any transaction.

5. Listings and Seller obligations

5.1 By posting a Listing you confirm that: (a) you own the business, franchise rights, property or asset, or you are duly authorised by the owner to advertise it; (b) every detail in the Listing — including price, turnover, profit, location, licences and photographs — is true, complete and not misleading; (c) the Listing and the underlying transaction are lawful; and (d) the content does not infringe any third party's rights.

5.2 You must keep your Listing up to date and promptly mark it as sold, or remove it, once the opportunity is no longer available.

5.3 You must not post duplicate Listings for the same opportunity, post a Listing in the wrong category, or include contact details in a Listing in a way that is intended to bypass the Platform's contact mechanism.

5.4 **Freshness confirmation.** To keep the marketplace current, we may periodically (approximately every 60 days) ask you by WhatsApp or SMS to confirm that your Listing is still available. If you confirm, the Listing stays active. If you tell us it is no longer available, it will be deactivated. If you do not respond, the Listing may remain visible with a "last confirmed active" date, be ranked lower, or be deactivated.

5.5 We may remove or stop displaying any Listing if the Seller has not accessed the Platform or responded to us for a prolonged period, and in any case for more than two years.

5.6 The first Listing in certain categories may be free, and further Listings or Listings above certain value thresholds may be chargeable. The applicable limits and fees are those displayed on the Platform when you post the Listing.

5.7 You retain ownership of the content you upload. You grant Hexel Ventures a non-exclusive, royalty-free, worldwide licence to host, store, reproduce, format, display, translate and promote that content on the Platform, in search engines and in our marketing channels for the purpose of operating and promoting the Platform, for as long as the Listing is on the Platform and for a reasonable period afterwards for record-keeping.

6. Verification and the "Bxell Verified" badge

6.1 We may ask Sellers to submit documents for verification, and verification is mandatory for certain Listings. Documents we accept include a GST registration certificate, Udyam (MSME) registration, Shop and Establishment licence, certificate of incorporation or LLP certificate, a current-account bank statement or PAN for businesses, and patta, chitta, sale deed or encumbrance certificate for property.

6.2 **We do not accept Aadhaar.** Please do not upload Aadhaar cards or Aadhaar numbers. Any such upload may be deleted without being processed.

6.3 Documents may be checked automatically against government or third-party databases (for example, GSTIN records) and may be reviewed manually by our team. We may grant, refuse or withdraw a badge at our discretion.

6.4 **What the badge means.** A "Bxell Verified" or "Verified Seller" badge means only that a document submitted by the Seller was checked and appeared to match the identity or registration details given to us at that time. It is **not** a verification, guarantee or endorsement of the business, its financial performance, its asking price, the Seller's ownership or title, the absence of liabilities, or the outcome of any deal. Buyers must conduct their own due diligence.

6.5 Where a badge is bundled with a Boost or another Paid Service, the paid visibility is delivered whether or not the badge is granted. Refusal of a badge does not by itself entitle you to a refund.

7. Contacting Sellers and Connection Credits

7.1 Except where the Platform states that contact is free (for example, in the property and land category), a Buyer must use a Connection Credit to unlock contact with a Seller. One unlock uses one credit unless the Platform states otherwise.

7.2 Before a credit is used, the Platform will show the Buyer the message that will be sent. By confirming, **the Buyer consents to Hexel Ventures sharing the Buyer's name, area or locality and mobile number with the Seller** by WhatsApp and/or SMS. The Seller may then respond to the Buyer directly. The Platform does not provide an in-app chat.

7.3 By posting a Listing, **the Seller consents to receiving Buyer enquiries and service messages** from us by WhatsApp, SMS, phone or email in connection with that Listing.

7.4 Connection Credits are personal to the account that bought them, are not transferable, cannot be exchanged for cash, and are valid for the period displayed at the time of purchase. We may apply daily unlock limits and other controls to prevent abuse.

7.5 A Connection Credit buys the delivery of your enquiry to a Seller. It does not guarantee that the Seller will reply, negotiate, agree to your price or complete a transaction.

7.6 Contact details obtained through the Platform must be used only to discuss the relevant Listing. You must not use them for marketing, spam, harassment, resale or any unrelated purpose.

8. Fees, payments and taxes

8.1 Fees for Paid Services are those displayed on the Platform at the time of purchase, in Indian Rupees. We may change fees, introduce new Paid Services or run and withdraw promotional offers (including free periods) at any time. Changes do not affect purchases already completed.

8.2 Payments are processed through Razorpay, a third-party payment gateway. We do not collect or store your card, net-banking or UPI credentials. Your use of the payment gateway is also subject to its terms.

8.3 Fees are exclusive of applicable taxes unless stated otherwise. Goods and Services Tax (GST) and any other applicable tax will be charged as required by law, and a tax invoice or receipt will be issued for Paid Services.

8.4 **Boosts.** A Boost gives a Listing priority placement for the purchased period and is activated on successful payment. A Boost does not guarantee enquiries, a sale, or any particular position in search results at all times.

9. Refunds and cancellation

9.1 Refunds and cancellations are governed by the Refund and Cancellation Policy published on the Platform, which forms part of these Terms.

9.2 Subject to that policy and to applicable law, fees for Paid Services are non-refundable once the service has been delivered or activated — for example, once a Listing has been published, a Boost has been activated or a Connection Credit has been used.

9.3 If you are charged more than once for the same purchase, or you are charged and the Paid Service is not delivered because of a technical failure on our side, write to us with the transaction details. Verified cases will be refunded to the original payment method, normally within 7 to 10 working days of approval, subject to bank and payment-gateway timelines.

9.4 No refund is payable where a Listing or account is removed or suspended because of a breach of these Terms.

10. How Listings are ranked and displayed

10.1 In line with the Consumer Protection (E-Commerce) Rules, 2020, we disclose the main factors that determine the order in which Listings appear in search results and category pages:

- **Tier 1 — Boosted and verified:** Listings with an active paid Boost and a verification badge;
- **Tier 2 — Responsive:** Listings whose Sellers have responded to our engagement questions or freshness confirmations;
- **Tier 3 — Other Listings.**

10.2 Within each tier, order may depend on relevance to your search and filters, location, recency and Listing completeness. Paid placement therefore influences ranking, and boosted Listings are identified as such.

10.3 Any "Interested" or view count shown on a Listing is the number of Users who opened that Listing for more details. It is provided for information only and is not an indication of genuine buying intent or of the likelihood of a sale.

11. Investment and franchise Listings — important notice

11.1 Listings in the investment category are published by the Seller for general information and introduction only. **Nothing on the Platform is a prospectus, an offer document, a private placement offer, or an offer or invitation to the public to subscribe for or purchase securities** under the Companies Act, 2013 or any regulation of the Securities and Exchange Board of India (SEBI).

11.2 Hexel Ventures is not a stock exchange, a SEBI-registered intermediary, an investment adviser, a research analyst, a merchant banker, an alternative investment fund or a crowdfunding platform. We do not recommend, evaluate, structure, underwrite or facilitate any investment, and we do not receive or handle investment money.

11.3 A Seller seeking investment is solely responsible for complying with all laws that apply to raising funds, including Sections 23 and 42 of the Companies Act, 2013, the rules on private placement, the Foreign Exchange Management Act, 1999 and SEBI regulations. A Buyer or investor is solely responsible for their own evaluation and for the risk of losing the whole of their investment.

11.4 Franchise Listings are offers by the franchisor alone. We do not verify franchise economics, territory exclusivity or the franchisor's track record.

12. Prohibited conduct

You must not use the Platform to host, display, upload, publish, transmit, store or share any information, or to do anything, that:

- is false, fraudulent, misleading or misrepresents a business, property, price or your identity or authority;
- belongs to another person and to which you have no right, or infringes any patent, trademark, copyright or other proprietary right;
- is defamatory, obscene, pornographic, invasive of another's privacy, harassing, hateful, or harmful to children;
- relates to any business, goods, service or activity that is illegal in India, or to money laundering, gambling prohibited by law, or the sale of stolen or encumbered assets without disclosure;
- impersonates another person, or deceives the recipient about the origin of a message;
- threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states or public order, or incites any offence;
- contains viruses, malware or code designed to interrupt, damage or limit any computer resource;
- involves spamming, bulk or unsolicited messaging, scraping, crawling or harvesting of Listings or contact details, or use of bots or automated tools without our written consent;
- circumvents payment for Paid Services, manipulates rankings or view counts, or creates multiple accounts to exploit free Listings or offers;
- attempts to gain unauthorised access to the Platform, other accounts or our systems; or
- otherwise violates any law in force or these Terms.

13. Moderation, removal and suspension

13.1 We do not pre-screen every Listing and are not obliged to do so. We may, without prior notice, review, edit for formatting, refuse, hide or remove any Listing or content, and may warn, suspend or permanently terminate any account, if we reasonably believe that these Terms or any law has been breached, or on receiving a complaint, court order or direction from a competent authority.

13.2 Fraudulent, duplicate or misrepresented Listings will be removed. The User concerned may be suspended for up to three months for a first violation and permanently barred for serious or repeated violations. We may also report unlawful activity to the appropriate authorities.

13.3 As required by Rule 3(1)(c) of the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021, we remind you that non-compliance with these Terms, the Privacy Policy or any law may lead to immediate termination of your access and removal of non-compliant content.

14. Intellectual property

14.1 The names "BXELL" and "Hexel Ventures", the BXELL and Hexel Ventures logos, the tagline "Best Way to Sell", and the Platform's design, software, text, graphics and databases (other than User content) are owned by or licensed to Hexel Ventures Private Limited and are protected by law. No right or licence is granted to you except the limited right to use the Platform in accordance with these Terms.

14.2 You must not copy, reproduce, republish, frame, sell or commercially exploit any part of the Platform or its Listings without our prior written consent.

15. Third-party content, news and advertisements

15.1 The Platform may display news updates sourced from third-party news agencies for convenience. We do not guarantee the accuracy, completeness or authenticity of such news, and you should verify it independently before relying on it.

15.2 The Platform may display advertisements or contact panels of third parties such as chartered accountants, lawyers, lenders and other service providers, and may link to third-party websites. These are not endorsements or recommendations. Any dealing between you and such a third party is solely between you and them.

16. Communications

16.1 By registering, you agree to receive OTPs, transaction alerts, Listing enquiries, freshness confirmations and other service messages from us by SMS, WhatsApp, phone call or email, even if your number is registered under the Do-Not-Disturb / National Customer Preference Register.

16.2 Promotional messages will be sent only where you have opted in. You can opt out of promotional or WhatsApp messages at any time by following the opt-out instruction in the message or by writing to us.

17. Privacy

Your personal data is processed in accordance with our Privacy Policy, which forms part of these Terms. Please read it to understand what we collect, why, and the rights you have.

18. Disclaimers

18.1 The Platform and all Listings are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, Hexel Ventures disclaims all warranties, express or implied, including as to accuracy, merchantability, fitness for a particular purpose, title and non-infringement.

18.2 We do not guarantee that any business, franchise, investment opportunity, property or other item listed will be sold, funded, rented or leased; that any Listing is accurate or lawful; that any User is who they claim to be; or that the Platform will be uninterrupted, secure or error-free.

18.3 **You are solely responsible for due diligence** — including verification of ownership and title, licences, financial statements, tax and statutory dues, liabilities, employees, leases, and physical inspection — before paying any money or signing any document. We strongly recommend that you never pay an advance or token amount to any person without independent verification.

19. Limitation of liability

19.1 To the fullest extent permitted by law, Hexel Ventures, its directors, employees and agents shall not be liable for any indirect, incidental, special, consequential or punitive loss, or for any loss of profit, revenue, business, goodwill or data, or for any loss, damage or fraud arising out of any dealing, communication or transaction between Users or between a User and a third party.

19.2 Our total aggregate liability to you for all claims arising out of or relating to the Platform or these Terms shall not exceed the total fees you paid to us for Paid Services in the twelve months before the event giving rise to the claim.

19.3 Nothing in these Terms excludes or limits any liability or consumer right that cannot be excluded or limited under the Consumer Protection Act, 2019 or any other applicable law.

20. Indemnity

You agree to indemnify and hold harmless Hexel Ventures Private Limited, its directors, officers, employees and agents against all claims, demands, losses, liabilities, penalties, costs and expenses (including reasonable legal fees) arising out of: (a) your Listings or other content; (b) your breach of these Terms or of any law; (c) your violation of any third party's rights; or (d) any transaction or dispute between you and another User.

21. Disputes between Users

21.1 Any dispute about a Listing, negotiation or transaction is strictly between the Users concerned. We do not mediate, arbitrate or adjudicate such disputes and are not obliged to become involved.

21.2 This does not affect your right to report a Listing or User to our Grievance Officer. We will act on complaints about breaches of these Terms in accordance with our Grievance Redressal Policy.

22. Termination

22.1 You may stop using the Platform at any time and may ask us to delete your account by writing to us.

22.2 We may suspend or terminate your access, with or without notice, for breach of these Terms, for unlawful or fraudulent activity, for failure to complete verification where required, or where required by law. Unused Paid Services are forfeited on termination for breach.

22.3 Clauses that by their nature should survive termination — including those on content licence, intellectual property, disclaimers, limitation of liability, indemnity and governing law — will survive.

23. Grievance redressal

23.1 In accordance with the Information Technology Act, 2000, the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rules, 2021 and the Consumer Protection (E-Commerce) Rules, 2020, the Company has appointed a Grievance Officer:

Name	Mr. Hillu Micheal I S
Designation	Founder and Grievance Officer, Hexel Ventures Private Limited
Address	Door No. 37-240/8, Neerodi, Kollemcode, Kollangodu, Vilavancode, Kanyakumari – 629160, Tamil Nadu, India
Email	thebxell@gmail.com
Phone	+91 80506 74095

23.2 Complaints will be acknowledged within 24 hours and resolved within 15 days of receipt, and in any case within one month. The full procedure is set out in our Grievance Redressal Policy published on the Platform.

24. Governing law and jurisdiction

These Terms are governed by the laws of India. Subject to any right you may have as a consumer to approach a Consumer Disputes Redressal Commission under the Consumer Protection Act, 2019, the courts at Kanyakumari District, Tamil Nadu shall have exclusive jurisdiction over any dispute arising out of or in connection with the Platform or these Terms.

25. Users outside India

The Platform is operated from India and is intended for opportunities located in India. If you access it from outside India, you do so on your own initiative and are responsible for complying with your local laws, as well as with Indian foreign exchange and other laws that apply to any transaction.

26. Changes to these Terms

We may amend these Terms from time to time. The updated version will be published on the Platform with a revised effective date, and significant changes will be notified through the Platform or by message. We will also inform Users of these Terms and any changes at least once a year. Your continued use of the Platform after an update means you accept the revised Terms.

27. General

27.1 **Entire agreement.** These Terms, the Privacy Policy, the Refund and Cancellation Policy and the Grievance Redressal Policy are the entire agreement between you and us regarding the Platform.

27.2 **Severability.** If any provision is held invalid or unenforceable, the remaining provisions continue in full force.

27.3 **No waiver.** Our failure to enforce a right is not a waiver of that right.

27.4 **Assignment.** You may not assign your rights under these Terms. We may assign ours to an affiliate or a successor to the business.

27.5 **Force majeure.** We are not liable for any delay or failure caused by events beyond our reasonable control, including network or third-party service failures, natural events, or acts of government.

28. Contact and company information

Legal name	HEXEL VENTURES PRIVATE LIMITED
Platform	BXELL — www.bxell.com
CIN	U47912TN2025PTC177620
Registered office	Door No. 37-240/8, Neerodi, Kollemcode, Kollangodu, Vilavancode, Kanyakumari – 629160, Tamil Nadu, India
Email	thebxell@gmail.com
Phone	+91 95667 02095