

# Terms and Conditions

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These terms of use (hereinafter referred to as the "Terms of Use") for "Bill Free" set forth the terms and conditions to be agreed upon by you as users with regard to the use of Bill Free provided by BillFree Labs Private Limited (hereinafter referred to as the "Company"). These Terms of Use are applicable whenever you use the services provided through the App (hereinafter referred to as the "Services"). Please read these Terms of Use carefully, as you will be deemed to have agreed to all of the provisions hereof upon downloading of the App.

## General Provision, Scope

1. These Terms of Use set forth the basic provisions regarding the use of the Services provided and operated by the Company.
2. These Terms of Use are applicable to the Company and users of the Services.
3. Any separate or additional terms published by the Company on the App screen or any rules released through e-mails, etc. in relation to the Services shall constitute a part of these Terms of Use. If any provision of such separate/additional terms or rules (hereinafter collectively referred to as "Individual Terms of Use") is in conflict with any provision of these Terms of Use, the provision of such separate/additional terms or rules shall prevail.
4. For information regarding the Company's website and other websites and applications linked to the App (hereinafter collectively referred to as "External Services"), please refer to the terms of use provided on the applicable websites of the Company or the External Services.

## Definitions

As used in these Terms of Use, the following terms shall have the following meanings:

1. "App" means the application titled "Bill Free" (including, but not limited to the "Free version," "Charge Premium Version", "Bill Free Premium" and any other applications which may be modified from time to time for whatever reason) provided by the Company (regardless of any changes subsequently made to its name or the content for whatever reason) and its related software.
2. "Services" means any services which are available for use by Users after installing the App and its related applications.
3. "User Agreement" means the contractual relationship established between Users and the Company in connection with the use of the Services by Users.
4. "User" or "Users" means an individual or individuals who have entered into a User Agreement with the Company with regard to the Services.
5. "User Information" means any information provided by Users or deemed as necessary and requested by the Company upon using the Services, and any additions and/or modifications made thereto by Users themselves.
6. "Device Information" means Users' mobile device information, location information and sensor information retrieved by the Company upon using the Services.
7. "Content(s)" means any information made available to Users through the Services, including, but not limited to, texts, images, video, audio, music and other sound effects, graphics, software, programs, codes, and other types of data.
8. "Password" means a word or other string of characters used to distinguish one User from another.
9. BILLFREE LABS PRIVATE LIMITED. (the "**Company**") sets "Company Website" means the website with a domain name, "[billfree.in](http://billfree.in)" (regardless of any changes subsequently made to the domain name or the content of the website for any reason) operated by the Company in relation to the App and the Services.
10. "Intellectual Property Right" means copyright, patent right, utility model right, trademark right, design right and any other intellectual property right, including the right to obtain and register any such right.

## Registration of User Information

1. Users shall register information necessary for the use of the Services and other information as deemed necessary and requested by the Company.
2. Users shall provide true and accurate information when registering User Information. The Company shall provide the Services based on the User Information registered by Users, and shall not be in any way responsible for any loss or damage incurred by Users as a result of any false, misleading or omitted statement in the User Information.
3. Users shall notify the Company of any change to User Information without delay in a manner specified by the Company, and shall provide any relevant materials upon request by the Company.

4. Any notice of the Company which failed to reach a User for a reason attributable to such User's non-compliance with the preceding paragraph shall be deemed as delivered to the User when it should have normally been delivered.

## Password Management

1. Each User shall be responsible for managing his/her own Password, and may not lease, transfer, sell, or allow any third party to use the same. The Company shall deem that the User registered as the holder of a Password has used the Services once such User's Password is verified.
2. Each User shall be responsible for, and the Company shall not be in any way responsible for, any loss or damage caused due to the User's lack of care in handling his/her own Password or due to misuse or use by a third party.
3. If a User discovers that his/her Password is found to have been stolen or misappropriated by a third party, such User shall immediately notify the Company to that effect and follow the instructions of the Company to resolve the matter.

## Use of the Services

1. Once a User completes registration on the App, a User Agreement is executed between the User and the Company in accordance with the provisions of these Terms of Use, and the Services are then made available for use by the User.
2. Users shall be able to use the Services in a manner specified by the Company only for the purposes as set forth herein and as long as the provisions hereof are complied with.
3. The App shall be available for Users' personal use only and shall not be sold, distributed, developed or otherwise **commercially exploited**.
4. Users shall use the App "as is" and shall not be permitted to replicate, change, adjust or otherwise modify the same.
5. Users shall, at their own cost and on their own responsibility, prepare and maintain a PC / mobile, software, other relevant devices and network environment necessary for them to use the Services.
6. Users shall agree in advance that the Company may restrict certain Users' access to all or part of the Services based on the age, availability of identity verification and User Information, and satisfaction of other conditions as deemed necessary by the Company.

## Fee-Based Services

1. Each User shall be able to use the fee-based Services after paying the applicable fees through the Services. Fees for the fee-based Services shall be separately determined by the Company and shall be provided on the Company Website or on the App.
2. If a User decides to purchase any of the fee-based Services, such User shall submit a purchase request in the manner specified by the Company.
3. Users shall be responsible for service fees, settlement fees and any other fees associated with the payments for the fee-based Services.
4. Users may not demand refunds of the fees already paid or reject any payment of any fees payable to the Company in connection with the fee-based Services.
5. Only Users who purchased the fee-based Services shall be allowed access to the fee-based Services .

## Ownership of Rights

1. Any and all Intellectual Property Rights pertaining to the Contents provided by the Company through the App or the Services shall belong to and remain the property of the Company or the relevant licensor of the Company. No license granted hereunder in relation to the Services shall be construed to confer any license or right with respect to the intellectual property of the Company or the relevant licensor of the Company.
2. Unless permission is obtained from the Company, Users may not modify, edit, translate or allow any third party to use any information provided by the Company or disclose the same to any third party, and may not engage in any acts that could infringe upon any Intellectual Property Rights of the Company or the relevant licensor of the Company (including, but not limited to, disassembling, decompiling, reverse engineering) for any reason whatsoever.
3. Trademarks, logos and service marks, (hereinafter collectively referred to as "Trademarks, etc.") which may be displayed within the Services shall not be construed to confer on Users or any other third party any license to use such Trademarks, etc., nor shall they be construed to transfer any title thereto.

4. Any and all Intellectual Property Rights pertaining to the information (including, but not limited to information on receipts and personal budget) transmitted or posted by Users through the Services shall belong to and remain the property of the respective Users.
5. Notwithstanding the preceding paragraph, each User shall grant the Company a worldwide, non-exclusive, free, and transferable license with the right to sublicense for the use, reproduction, distribution, creation of derivative work, display and execution of any of the Intellectual Property Rights set forth in the preceding paragraph. Such license granted in accordance with the preceding provision shall remain effective even after the relevant User stops using the Services and/or the User's Account is deleted. Each User shall agree that he/she will not exercise his/her moral rights against the Company or any successor or licensee of the Company.

## **Prohibited Acts**

No User shall engage in any of the following conducts on their own behalf or through a third party in connection with their use of the Services:

1. Any acts that are or are likely to be interfering with the Intellectual Property Right, publicity right, privacy, reputation, or any other right or benefit of the Company, other Users or a third party;
2. Any acts to purchase the fee-based Services despite having no financial resources to pay the fees;
3. Any conduct in violation of a law or regulation, judgment, decision or order of court, or a legally binding administrative disposition, or any conduct that would or may encourage such violation;
4. Any fraudulent or threatening acts against the Company, other Users or a third party;
5. Any acts that are or are likely to be in violation of public order and morality;
6. Any acts to cause economic and/or psychological damage to the Company, other Users or a third party;
7. Any acts to cause loss of or damage to the credibility of the Company, other Users or a third party;
8. Any acts to copy, duplicate, upload, post, electronically transmit or distribute any description or function related to the Services without obtaining permission from the Company in advance;
9. Regardless of whether for or not for profit, any acts to modify, change, edit, remove or otherwise change the descriptions or functions provided on the Company Website or the Services, and any acts to distribute, lend, transfer, publicly transmit, enable transmission of or present on screen such descriptions or functions, or cause a third party to do the same;
10. Any acts to enable downloading of the App or any duplicates thereof through the webpages, etc. created or operated by Users;
11. Any acts that impose excessive burden on the network or system of the Services;
12. Accessing the general system connected to the Services without authorization, unlawfully modifying or deleting information accumulated in the Company's facility, or any other acts that would cause damage to the Company;
13. Any acts to intentionally publish or post false data or information;
14. Any acts intended to gather information regarding other Users;
15. Any acts to falsely assume the identity of the Company or a third party including other Users;
16. Any acts to abuse the Password of another User;
17. Any acts not in compliance with the purposes of these Terms of Use, Individual Terms of Use or the Services;
18. Any acts that would directly or indirectly trigger or facilitate any of the acts in the preceding items; or
19. Any other acts deemed inappropriate by the Company.

## **Changes, Additions, Termination or Suspension of the Services**

1. Users shall agree that the Company, in its sole discretion, reserves the right to make changes or additions to all or part of the Services without giving prior notice to Users, including changes and additions to the functions, pricing and the fee-based Services.
2. The Company reserves the right to terminate the provision or operation of all or part of the Services at its discretion, upon which event the Company will notify Users to that effect in a manner deemed appropriate by the Company; provided, however, that such termination may take place without prior notice in case of an emergency.
3. In the event of any of the following, the Company shall be able to temporarily suspend all or part of the Services without giving prior notice to Users:
  - I. An emergency or periodical maintenance or repair work is performed on the hardware, software or other network devices for the Services;
  - II. There has been a system overload due to increased usage or other unexpected reason;
  - III. There is a need for a security measure for Users;
  - IV. Telecommunications provider does not provide its services;
  - V. Provision of the Services is rendered difficult due to a force majeure event;
  - VI. Provision of the Services is rendered difficult due to fire, power failure, accident, war, disputes, disturbances, riots, labor disputes, etc.;

- VII. Provision of the Services is rendered difficult due to laws or regulations or due to any dispositions made in accordance with such laws or regulations; or
  - VIII. The Company deems it necessary to suspend the Services for a reason equivalent to any of the preceding items.
4. The Company shall not be in any way responsible for any loss or damage incurred by Users as a result of the Company's actions under this Article.

## Termination by User

1. Users may stop using the Services at any time in the manner specified by the Company, upon which point such Users become no longer able to use the Services.
2. Even if a User stops using the Services, he/she shall not be relieved of any responsibilities or obligations (including, but not limited to, compensation for damages) towards the Company or other third parties under relevant User Agreement.
3. At the time of termination of the Services, Users shall immediately declare any outstanding obligations which then become immediately due and payable.
4. Even after a User stops using the Services, the Company shall be able to retain and use any information previously provided by such User.
5. When a User stops using the Services, the Company may, at its discretion, delete the information of such User without giving any advance notice.
6. If a User stops using the Services but later decides to resume using the Services, he/she shall be required to re-download the App. Users shall understand and agree in advance that even if the App is re-downloaded, any data from their previous Accounts cannot be transferred or recovered.

## Violations

1. If the Company deems that any of the following conditions apply or are likely to apply to a User, the Company may, at its discretion, delete his/her User Information, Device Information, suspend or restrict the Services and/or delete the Account of such User:
  - I. The User has violated any of the provisions herein;
  - II. All or part of the User Information provided by the User is found to have been false;
  - III. The User is found to have abused the payment system designated by a partner providing an affiliated service, or the User's transaction has been suspended or invalidated by the payment service provider;
  - IV. The User has interfered with the operation of the Services through whatever means;
  - V. The User has been subjected to suspension of payment or has become insolvent, and petition for commencement of bankruptcy, civil rehabilitation or any equivalent proceeding has been filed;
  - VI. A bill or check drawn or accepted by the User has been dishonored;
  - VII. The User has filed for or has been subjected to seizure, provisional seizure, provisional disposition, enforcement, or auction;
    - i. The User has been subjected to a disposition for tax or other public charge delinquency;
  - VIII. The User has died or received a ruling for commencement of guardianship, curatorship or assistance;
  - IX. The Company has deemed that the User is involved in or having relationship with an antisocial force, such as by engaging in the maintenance, operation or management of such groups or organizations through provision of funds, etc.;
  - X. The Company deems that deletion, suspension or restriction is necessary for the operation or maintenance of the Services; or
  - XI. The Company deems that there exists a reason equivalent to any of the preceding items.
2. Deletion of a User's Account shall not relieve the User of his/her responsibilities or obligations (including, but not limited to, compensation for damages) toward the Company or other third parties under relevant User Agreement.
3. The Company shall not be in any way responsible for any loss or damage incurred by Users as a result of the Company's actions under this Article, and shall reserve the right to retain and use any information provided by Users even after the deletion of such Users' Accounts.

## Disclaimer and Indemnification

1. Nothing in these Terms of Use shall be construed as a guarantee by the Company that the Services, third-party Contents provided through the Services, information obtained from External Services, and other information which may be acquired by Users through the Services are suitable for specific use purposes of Users, that the Services meet the expectations of Users with regard to their functions, product value, accuracy, usability and integrity, that the use of the Services is in compliance with applicable laws,

regulations and other internal rules enforce by relevant organizations applicable to Users, and that the Services are free of any defects or malfunctions.

- Nothing in these Terms of Use shall be construed as a guarantee by the Company that the App is compatible with all types of mobile devices. Each User shall acknowledge in advance that there may be interruptions of the Services associated with an OS upgrade of the User's mobile device even if the device had been compatible when the User first started using the Services; provided, however, that this provision shall not be construed as a guarantee by the Company that such interruptions will be resolved through program modifications performed by the Company.
- Each User shall acknowledge in advance that the App and/or the Services may be restricted in whole or in part in response to a change made to the terms of use for the AppStore, GooglePlay and other related application stores.
- Users shall acknowledge in advance that there may be cases where they may experience decreased level of accuracy due to changes in the User environment, network condition and other external factors.
- The Company shall not be in any way responsible for any loss or damage caused as a result of or in connection with the Services, including suspension, termination, interruption or modification of the Services, deletion or loss of information transmitted by Users through the Services, deletion or loss of Accounts, device failure or damage, and for any other reason whatsoever.
- The Company shall store all User Information and Device Information on a secure network in a cloud environment deemed satisfactory by the Company; provided, however, that this provision shall not be construed as a guarantee of absolute safety or reliability, and the Company shall not be responsible for compensating any damage incurred by Users as a result of any lost User Information and/or Device Information.
- As a general rule, the Company shall not be involved in the activities or communications among Users, nor shall it intervene in or be responsible for any dispute or trouble arising among Users. In the event of such dispute or trouble, relevant Users shall be responsible for promptly notifying the Company to that effect and shall resolve the matter at their own cost and responsibility.
- In the event of any dispute arising between a User and a Partner or a third party, the User shall immediately notify the Company to that effect and resolve the matter at his/her own cost and responsibility, and the Company shall not be in any way involved or responsible therefor.

## **Damages**

- If a User causes damage to the Company by violating any provision hereof or in connection with his/her use of the Services, such User shall be responsible for compensating the Company for any such damage, including attorney or professional fees and personnel expenses incurred by the Company.
- If a claim is made against the Company by a User or a third party regarding an infringement of right by another User in relation to the User's use of the Services, such infringing User shall be responsible for compensating any expenses incurred by the Company to compensate the damaged party and to resolve any disputes arising from such claim, including attorney fees or professional fees and personnel expenses incurred by the Company.
- The Company shall not be in any way responsible for any loss or damage incurred by any User in relation to the Services. Even in cases where the Company has an obligation to compensate a User for damages on the grounds of the applicable consumer protection laws despite the provisions of this Article and other provisions indemnifying the Company's liability for damages, the damages to be compensated by the Company shall be limited to the direct and ordinary damages actually incurred due to reasons attributable to the Company.

## **Collection, Analysis and Handling of User Information**

- Any information pertaining to Users, including User Information and Device Information, shall be handled by the Company in accordance with the Privacy Policy URL: [https://BillFree.in/img/BL\\_Privacy\\_Policy.pdf](https://BillFree.in/img/BL_Privacy_Policy.pdf) separately established. Each User shall agree that the Company will handle such information regarding the User in accordance with the Privacy Policy.
- Each user shall agree that the Company shall be able to use User Information, Device Information and any other information or data provided by the User to the Company for the purposes of provision and operation of the Services and for improvement of the Contents of the Services, and that the Company shall be able to publish any such information as statistical data only to the extent that no individual is identifiable therefrom.
- For the purposes of grasping the usage of the Services (including the purpose of distributing retargeting advertisements), the Company shall collect usage data pertaining to the Services (including, but not limited to, Device Information, application logs and browser logs) using the Identification for Advertisers (hereinafter referred to as "IDFA"), Advertising ID, Cookies and other information.

## Confidentiality

1. As used in these Terms of Use, "Confidential Information" shall mean any information provided by the Company and disclosed to or acquired by Users in connection with the Services, whether written or oral, in whatever medium provided, including, but not limited to, any technical, business, operational, financial, or organizational information regarding the Company; provided, however, that Confidential Information shall not include any information which:
  - (a) Is already known to Users at the time of provision or disclosure by the Company;
  - (b) Is or becomes generally known by the public through no fault of Users prior to or after disclosure by the Company;
  - (c) Is legally acquired from a third party without an obligation of confidentiality; or
  - (d) Is developed independently without reference to Confidential Information.
2. Users shall not use Confidential Information for any purpose other than the use of the Services, and shall not provide, disclose or divulge Confidential Information to any third party without a prior written consent of the Company.
3. Notwithstanding the provisions in the preceding paragraph, Users may disclose Confidential Information if required by applicable law, or order or requests of a court or governmental organization, upon which event such Users shall promptly notify the Company to that effect.
4. If a User wishes to reproduce, copy or translate Confidential Information, he/she shall obtain a prior written consent and shall strictly manage such reproduced, copied or translated materials (hereinafter referred to as "Reproduced Materials, etc.") in accordance with Paragraph 2 of this Article.
5. Whenever requested by the Company, Users shall return or destroy any and all materials containing Confidential Information, including any relevant Reproduced Materials, etc., without delay and in a manner specified by the Company.

## Amendment

The Company reserves the right to make amendments or additions to these Terms of Use and other Individual Terms of Use associated with the Services, at which event the Company shall notify Users of such amendments or additions in accordance with the provisions of Article "**Communications, Notice**" hereof. Users shall be deemed to have consented to such amendments or additions if they continue to use the Services after notice is given or unless they take necessary procedures to terminate the use of the Services within the period prescribed by the Company.

## Communications, Notice

1. Any notice regarding amendments to these Terms of Use and any other communications regarding the Services from the Company to Users shall be made by way of posts on relevant websites, e-mails, push notifications and other means as deemed appropriate by the Company.
2. Any inquiry regarding the Services and any other communications or notices from Users to the Company shall be made using the inquiry form on the Company Website or by way of other means as designated by the Company.
3. The Company may, from time to time, send or display advertisements, promotions and/or monthly reports on usage to Users' registered e-mail addresses or on the App, respectively.

## No Assignment

1. Unless prior written consent is obtained from the Company, Users shall not assign or pledge as security any title or right hereunder or under any User Agreement to any third party, whether in whole or in part.
2. Users hereby agree in advance that in the event that the Company transfers its business relating to the Services, the Company shall be able to also transfer to the transferee its title, rights and obligations under all relevant User Agreements in addition to User Information and other client data. Transfer of business as provided in this paragraph shall include mergers where the Company is being absorbed or split and company split-ups where the Company becomes the general successor.

## Severability

If any of the provisions of these Terms of Use are deemed as invalid or unenforceable under any applicable consumer protection laws or any other laws or regulations, the remainder of these Terms of Use shall continue in full force and effect; provided, however, that the Company and Users shall endeavor to correct or replace any legally invalid or unenforceable provisions to the extent necessary to make those provisions enforceable and bring the same legal and economic effects initially intended or contemplated by the original provisions.

## **Consultation**

Any matters not stipulated herein or any ambiguities arising in connection with the interpretation of any of the provisions of these Terms of Use shall be resolved through consultation between the Company and Users in accordance with the fair and equitable principle.

## **Governing Law, Jurisdiction, Language**

1. These Terms of Use shall be governed by the laws of India, and any disputes arising out of or in connection with these Terms of Use shall be subject to the exclusive jurisdiction of the New Delhi District Court as the court of first instance.
2. In the event of any discrepancy or inconsistency between the English and other languages versions of these Terms of Use, the English version shall prevail.

Effective: February 1, 2018