

# Terms of Service and Privacy Policy

Last Updated: August 5th, 2018

Your use of this website, including any of its index pages, or any of our mobile offerings including applications, desktop applications, or the use of our extensions or other digital tools that we provide, constitutes acceptance of these Terms and Conditions. By use of this website, you further agree and understand that these Terms and Conditions are legally binding, and that they create an enforceable agreement between yourselves and Bettergram LLC, a limited liability corporation organized under the laws of the State of Wyoming, which is doing business as “Bettergram,” which is also the name of its principal product. “Bettergram” may refer to the company or the product as contextually appropriate in these Terms and Conditions.

**Bettergram** is a desktop-based chat application built using the Telegram open source code, which you can find [here](#). To the fullest extent permissible under a GPLv3 license with an OpenSSL exception, which license may be viewed [here](#) and is subject to an OpenSSL exception, Bettergram is not responsible for the actions or omissions of Telegram itself. Bettergram makes no representations or warranties regarding the use or misuse of Telegram; to the fullest extent permissible under any applicable law, such warranties are DISCLAIMED, both as to Telegram and as to Bettergram.

Because Bettergram is an application built on chat service, users may be exposed to content beyond the control of Bettergram. Users should carefully review Telegram's [terms and conditions](#) and [FAQ](#) for more information on how user may experiences may vary.

Bettergram talks to Telegram through the Telegram API. Users of Bettergram are subject to the terms and conditions of the [Telegram API Terms of Service](#). Violation of the Telegram API Terms of Service shall constitute a breach of these Terms and Conditions, subject to all applicable penalties, including immediate discontinuation of service without notice.

Bettergram reserves the right to update these Terms and Conditions at any time without notice, subject to the applicable rules and regulations of the General Data Protection Regulation *et seq*, as defined below.

---

## NOTICE TO RESIDENTS OF THE EUROPEAN UNION AND THE UNITED KINGDOM:

Users who are under the age of sixteen (16) may not use Bettergram. Please contact [info@bettergram.io](mailto:info@bettergram.io) in order to exercise your “right to be forgotten” by Bettergram as defined in the General Data Protection Regulation of the European Union or the analogous laws of the United Kingdom. You may also delete data stored by telegram directly through the Bettergram client under settings. All parties identified as a “Third-Party” in the [Telegram open-source code archive](#) are third parties for purposes of the GDPR.

All information that you submit to or through Bettergram shall be provided by Bettergram to Telegram insofar as Bettergram is a tool for using Telegram. Bettergram does not retain any of your information for any reason, except that certain pseudonymous information like IP addresses may be recorded by Bettergram for internal marketing purposes, for example maintaining a running headcount of active users and for describing its reach to potential advertisers.

Telegram is a third party for purposes of the GDPR. You may contact Telegram at @Telegram on Twitter, or at @support or @telegram on Telegram (or through Bettergram). For more information on Telegram's use of your data and for exercising your “right to be forgotten,” please contact @GDPRBot or navigate to <https://t.me/gdprbot>

Users who provide us with their email address will be added to our mailing list if the user properly opts in. We only use email addresses to send promotional information at this time. User email addresses are stored by us on our Mailchimp account and are not shared with any other third party. Users can remove themselves from this email address by emailing us at [info@bettergram.io](mailto:info@bettergram.io) or at the bottom of any of our emails by hitting the unsubscribe button. This same contact information may be used to exercise your “right to be forgotten.”

You may contact Telegram to delete your account [here](#). Compliance with the General Data Protection Regulation as to information provided to Telegram directly or otherwise outside of the Bettergram API shall remain the sole responsibility of Telegram.

---

## Cookie Policy

Our website, [bettergram.io](https://bettergram.io), may use cookies. Cookies are small files that our website places in your browser in order to track your activity across multiple separate pages within the same instance of our website. For example, if you navigate to a sub-page of our website with a fillable form that you then submit, a cookie will be used to connect the browser activity that filled that

form with the browser activity that acknowledges our receipt of the same form. Please contact us [info@bettergram.io](mailto:info@bettergram.io) for more information on our cookies.

### **Account Data; Call Data; Phone Numbers**

Bettergram does not view or store information that you submit to Telegram. Bettergram may be exposed to your telephone contacts, cloud-stored chat data, Telegram contacts, and other information that you provide to Telegram only if you address that information to us separately, for example by submitting a screenshot to Bettergram in the course of submitting a bug report. Bettergram may furthermore know such basic information about your relationship to Telegram such as whether or not you have created an account, and if your account has been deleted, insofar as we will return an error message to you if you are unable to access Telegram through the Telegram credentials that you supply to the Bettergram app.

We do not store any of this information in a format where it can be meaningfully interpreted, traced to a given user, or used to compromise the integrity of Telegram's built-in encryption, except for your email address.

If you opted in to receive crypto news and software updates, you will receive emails from our company and the data is stored on the servers of [Mail Chimp](#) or a similar 3rd party email provider that we choose to use. No third parties receive your email address except insofar as Telegram, through the Telegram API, may constitute a third party.

Information like groups, pins, and favorites made using Bettergram are stored locally on the device through which you access Bettergram (or Telegram). We do not store this information and *cannot* retrieve it if it is lost or erased.

### **No Representations about Virtual Currencies or Investment Advice**

From time to time, Bettergram may run advertisements relating to virtual currencies. As with any other advertisement, no representations made by an advertiser are the representations of Bettergram; Bettergram does not make any representation or warranty regarding any advertised products, and fully disclaims any liability arising from the same. No representations made on our advertisements constitutes a “public offering,” “investment advice,” or “personalized” within the meaning of the rules and regulations promulgated by the Securities and Exchange Commission.

### **Live Coin Watch**

Live Coin Watch is a web-based application providing real-time price information on various virtual currencies. Bettergram is not an investment service, investment provider, registered investment adviser, or market or exchange, and does not otherwise endorse or recommend any particular investments. Live Coin Watch price information is provided for convenience and curiosity only. As with Telegram, Bettergram accepts no responsibility for the acts or omissions of Live Coin Watch LLC. Bettergram expressly disclaims any warranty or representation regarding the accuracy of information provided by Live Coin Watch.

Use of Bettergram is subject to the Live Coin Watch Privacy Policy, which you may view [here](#), and Terms of Service, which you may view [here](#). We do not provide any of your information to Live Coin Watch except insofar as a Cookie may be used to tell Live Coin Watch that a clickable link on its Bettergram user interface area was clicked from a browser running Bettergram. The use of Live Coin Watch does not constitute an offer to buy or sell any securities. No statements made by Live Coin Watch, or by Bettergram, constitute public offerings or other statements requiring registration with the Securities and Exchange Commission.

## **Open Source Software**

This software is licensed according to the [GNU General Public License V3](#). We encourage developers to help improve the software or review the code. Email us at [info@bettergram.io](mailto:info@bettergram.io) if you'd like access to the source code for Bettergram.

## **Disclaimer of Warranties**

THESE TERMS AND CONDITIONS CONTAIN AN EXPRESS WARRANTY DISCLAIMER. DOWNLOADING, INSTALLING, USING, REMOVING, OR DELETING BETTERGRAM SHALL BE SOLELY AT THE RISK OF THE END USER. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER ANY APPLICABLE LAW, ANY APPLICABLE WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED. YOU EXPRESSLY INDEMNIFY AND HOLD HARMLESS BETTERGRAM FOR ANY DAMAGES ARISING FROM ITS USE, DOWNLOADING, INSTALLATION, UNINSTALLATION, OR ANY OTHER USE, INCLUDING TO THE MAXIMUM EXTENT PERMISSIBLE UNDER ANY APPLICABLE LOCAL LAW ACTUAL DAMAGES, MULTIPLICATIVE DAMAGES, SPECIAL OR CONSEQUENTIAL DAMAGES. THERE ARE NO LIQUIDATED DAMAGES UNDER THESE TERMS AND CONDITIONS.

If you use Bettergram or the services or features for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Bettergram does not view content that you send through Telegram private chats. The transmission of any lawful that is unlawful to transmit, either as to its content, the method by which it is transmitted, or the age of the recipient or any other reason, shall constitute a material breach of these Terms and Conditions and may subject you to, among other penalties, immediate discontinuation of service without notice.

## **Other Terms and Conditions**

### **"DO NOT TRACK" TECHNOLOGY**

As you may be aware, there are on-going discussions regarding "Do Not Track" technology. "Do Not Track" technology allows a user to choose in each separate browser environment (i.e. Internet Explorer, Chrome, Firefox, etc.) whether he or she wants his or her browsing to be tracked across websites. However, industry efforts to standardize "Do Not Track" technology and policies are ongoing. Since "Do Not Track" technology has not been fully standardized, we currently do not honor "Do Not Track" requests at this time. We will continue to monitor "Do Not Track" developments so that we can work towards honoring the preferences of our customers as efficiently as possible.

### **CHANGES TO THIS PRIVACY POLICY**

We reserve the right to modify this privacy policy at any time, so please review it frequently on our website at <http://www.bettergram.io>. We may make such changes without notice to you. Your use of Bettergram constitutes a continuing acceptance of each new version of these Terms and Conditions.

### **CHILDREN**

Our website and API are not intended for use by children. In accordance with federal law, we do not solicit or knowingly collect information from children under age 13 without the verifiable permission of a parent or guardian. If Bettergram learns that a child under the age of 13 has submitted information online without parental consent, it will not use such information for any purpose (except where necessary to protect the safety of the child or others as required or allowed by law) and will take all reasonable measures to delete such information from its databases by identifying such information for a purge process. If you become aware of any information we have collected from children under 13, please contact us as provided below.

## RIGHT TO REMOVAL OF POSTED INFORMATION - CALIFORNIA MINORS

If you are under 18 years of age, reside in California, and have a registered account with Bettergram, you have the right to request removal of unwanted information that you publicly post on the Tech Resources. To request removal of such information, you can contact Bettergram as provided above. Upon receiving such a request, Bettergram will make sure that the information is not publicly available on our website or anywhere else, but the information may not be completely or comprehensively removed from our systems and databases.

## PROHIBITED USE POLICY

Bettergram users agree not to use the software or services for any illegal or unauthorized purpose. Bettergram is not available for users in Russia or with Russian phone numbers.

## YOUR CALIFORNIA PRIVACY RIGHTS

**This Privacy Policy describes how we may share your information for marketing purposes. You may contact us with any questions and, to the extent applicable, to request a list of third parties to whom we may disclose information for marketing purposes and the categories of information we may disclose.**

## GOVERNING LAW AND DISPUTE RESOLUTION

Any disputes arising between you and Bettergram shall be resolved first through our ordinary customer support channels. All disputes escalating beyond normal customer service matters shall be resolved by a properly-credentialed arbitrator of reasonable industry-relevant competence accredited by the American Arbitration Association. Venue for such disputes shall reside exclusively with the American Arbitration Association's properly-credentialed arbitrator at the nearest geographical location to Bettergram's then-current principal business address.