**NUMBERZ TERMS AND CONDITIONS**

**This document is an electronic record in terms of Information Technology Act, 2000 and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000. This electronic record is generated by a computer system and does not require any physical or digital signatures.**

**This document is published in accordance with the provisions of Rule 3 (1) of the Information Technology (Intermediaries guidelines) Rules, 2011 that require publishing the rules and regulations, privacy policy and Terms of Use for access or usage of www.Numberz .in website.**

The domain name [www.Numberz](http://www.getfiscal).in (hereinafter referred to as "Website") is owned by Paradime Technologies Private Limited, a private company incorporated under the Companies Act, 2013 with its registered office at F 35, Richmond Park DLF Phase 4, Gurgaon, Haryana, India (hereinafter referred to as "Numberz").

Your use of the Website and services and tools are governed by the following terms and conditions (**"Terms and Conditions" “Terms of Services”**) as applicable to the Website including the applicable policies which are incorporated herein by way of reference. If You transact on the Website, You shall be subject to the policies that are applicable to the Website for such transaction. By mere use of the Website, You shall be contracting with Paradime Technologies Private Limited and these Terms and Conditions including the policies constitute Your binding obligations, with Numberz.

For the purpose of these Terms of Services, wherever the context so requires**"You"** or **"User"** shall mean any natural or legal person who has agreed to become a registered user on the Website by providing Registration Data using the computer systems. Numberz allows the User to surf the Website without registering on the Website. The term **"We"**,**"Us"**,**"Our"** shall mean Numberz.

When You use any of the services provided by Us through the Website, including but not limited to, (e.g. working capital loan services, invoicing building etc.), You will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they shall be deemed to be incorporated into this Terms of Services and shall be considered as part and parcel of this Terms of Services. We reserve the right, at Our sole discretion, to change, modify, add or remove portions of these Terms of Services, at any time without any prior written notice to You. It is Your responsibility to review these Terms of Services (“Agreement”) periodically for updates / changes. Your continued use of the Website following the posting of changes will mean that You accept and agree to the revisions. As long as You comply with these Terms of Services, We grant You a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

**ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS UNDER THESE TERMS OF SERVICES, SO PLEASE READ THEM CAREFULLY BEFORE PROCEEDING.**

By impliedly or expressly accepting these Terms of Services, You also accept and agree to be bound by Numberz Policies ((including but not limited to Privacy Policy available at [Privacy](http://www.flipkart.com/s/privacypolicy)) as amended from time to time.

# **Account Registration Eligibility**

Use of the Website is available only to persons who can form legally binding contracts under Indian Contract Act, 1872. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Website. If You are a minor i.e. under the age of 18 years, and incompetent to contract, You shall not register as User of the Website and shall not transact on or use the Website. As a minor if You wish to use or transact on Website, such use or transaction may be made by your legal guardian or parents on the Website. Numberz reserves the right to terminate your account and/ or refuse to provide You with access to the Website and Services, if it is brought to Numberz's notice or if it is discovered that You are under the age of 18 years.

**Your Account and Registration Obligations**

If You use the Website, You shall be responsible for maintaining the confidentiality of your Display Name and Password and You shall be responsible for all activities that occur under your Display Name and Password through your account. You agree that if, You provide any information that is untrue, inaccurate, not current or incomplete or We have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with this Terms of Services, We shall have the right to indefinitely suspend or terminate or block access of your registration on the Website and refuse to provide You with access to the Website.

**Website as a Platform for Small and Medium Business Enterprise(s)**

Numberz is a platform that its registered User(s) utilize to fulfill their cash flow and business management requirements. Website aims at providing various services to small and medium business enterprise(s) including but not limited to preparation of estimates, invoices, creation of business reports, automatic SMS & email follow-ups for invoices, payable management, obtaining cash flow insights, linking users financial institution information with Numberz Services etc. Website acting as an intermediary, on the basis of invoice discounting method, also introduces third party loan providers to You/ User(s) to meet short term working capital loan desires of the User(s).

Henceforward:

* All loan services (including but not limited to loans, credit lines etc) shall be offered by and agreed to between User(s) and third party loan providers. Numberz provides no surety to You/ User(s) of availing loan(s) from third party loan providers.
* Numberz does not have any control or does not determine in third party loan providers decision of rendering loan services to User(s).
* Numberz is not responsible for any non-performance or breach of any contract entered into between User(s) and any third party loan providers.
* Numberz unless expressly agreed by Numberz, does not guarantee that the User(s) will perform its part of obligations to repay any loan amount (including interest), availed by User(s) from any third party loan providers.
* Numberz does not make any additional representation or warranty in relation to the services provided, other than representations or warranties under this Agreement.
* Numberz is not responsible for unsatisfactory or delayed performance of services or delays of third party loan providers.

**Communications**

When You use the Website or send emails or other data, information or communication to us, You agree and understand that You are communicating with Us through electronic records and You consent to receive communications via electronic records from Us periodically and as and when required. We may communicate with You by email or by such other mode of communication, electronic or otherwise.

**A. GENERAL TERMS**

**1. AGREEMENT**

This Agreement describes the terms governing your use of the Numberz online services provided to you on this website, including content, updates and new releases, (collectively, the “Services”). It includes by reference.

* Numberz's Privacy Policy provided to You in the Services available on the website or provided to You otherwise.
* Additional Terms and Conditions, which may include those from third parties.
* Any terms provided separately to You for the Services, including product or program terms, ordering, activation, payment terms, etc.

**2. YOUR RIGHTS TO USE THE SERVICES**

2.1 The Services are protected by copyright, trade secret, and other intellectual property laws. You are only granted the right to use the Services and only for the purposes described by Numberz. Numberz reserves all other rights in the Services. Until termination of this Agreement and as long as You meet any applicable payment obligations and comply with this Agreement, Numberz grants to You a personal, limited, nonexclusive, nontransferable right and license to use the Services.

2.2 You agree not to use, nor permit any third party to use, the Services or content in a manner that violates any applicable law, regulation or this Agreement. You agree you will not:

* Provide access to or give any part of the Services to any unauthorized third party.
* Reproduce, modify, copy, deconstruct, sell, trade or resell the Services.
* Make the Services available on any file-sharing or application hosting service.

**3. PAYMENT**

For Services offered on a payment or subscription basis, the following terms apply, unless Numberz notifies you otherwise in writing. This Agreement also incorporates by reference payment terms provided to you on the Website for the Services.

* Payments will be billed to You by Numberz in Indian Rupees, or in other currencies which may be made available (plus any and all applicable taxes) as shown in the subscription terms, and your account will be debited when You subscribe and provide your payment information.
* You must pay with one of the following.
  1. Credit Cards
  2. Debit Cards
  3. Internet Banking
  4. Any other mode of payment, as may be decided and made available on the Website.
* If your payment and registration information is not accurate, current, and complete and You do not notify us promptly when such information changes, we may suspend or terminate your account and refuse any use of the Services.
* If you do not notify us of updates to your payment method (e.g., credit card expiration date), to avoid interruption of your service, Numberz may participate in programs supported by your card provider (e.g., updater services, recurring billing programs, etc.) to try to update your payment information, and you authorize us to continue billing your account with the updated information that we obtain.
* While availing any of the payment method/s available on the Website, We will not be responsible or assume any liability, whatsoever in respect of any loss or damage arising directly or indirectly to You due to: (a) Lack of authorization for any transaction/s, or (b) Exceeding the preset limit mutually agreed by You and between "Bank/s", or (c) Any payment issues arising out of the transaction, or (d) Decline of transaction for any other reason/s.
* Numberz will automatically renew your monthly, quarterly, or annual Services at the current rates, unless the Services are cancelled or terminated under this Agreement.
* Additional cancellation or renewal terms may be provided to you on the Website for the Services.

**4. USE WITH YOUR MOBILE DEVICE**

Use of these Services may be available through a compatible mobile device using Internet access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees for SMS messages, data plans, and general usage, as well as the terms of your agreement with your mobile device and telecommunications provider.

NUMBERZ MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO.

* THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION;
* ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND
* ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

Subject to your compliance with these Terms of Service, Numberz hereby grants you permission to use the Services, provided that: (i) your use of the Service as permitted is solely for your personal use, and you are not permitted to resell or charge others for use of or access to the Services, or in any other manner inconsistent with these Terms of Service; (ii) you will not duplicate, transfer, give access to, copy or distribute any part of the Services in any medium without Numberz's prior written authorization; (iii) you will not attempt to reverse engineer, alter or modify any part of the Service; and (iv) you will otherwise comply with the terms and conditions of these Terms of Service and Privacy Policy.

**5. YOUR PERSONAL INFORMATION**

We view protection of your privacy as a very important principle. We understand clearly that You and your Personal Information is one of Our most important assets. We store and process Your Information including any sensitive financial information collected (as defined under the Information Technology Act, 2000), if any, on computers that may be protected by physical as well as reasonable technological security measures and procedures in accordance with Information Technology Act 2000 and Rules thereunder. You can view Numberz’s Privacy Policy provided with the Services and on the Website for the Services. You agree to the applicable Numberz Privacy Policy, and any changes published by Numberz.

We may share personal information with our other corporate entities and affiliates. These entities and affiliates may market to you as a result of such sharing unless you explicitly opt-out. You agree that Numberz may use and maintain your data including all personal and sensitive information, according to the Numberz Privacy Policy, as part of the Services. You give Numberz permission to combine information You enter or upload for the Services with that of other users of the Numberz Services. For example, Numberz may use your and other users’ non-identifiable, aggregated data to improve the Services or to design promotions and provide ways for You to compare business practices with other users. If You object to Your Information being transferred or used in this way please do not use Website.

**6. CONTENT**

**6.1 Responsibility for the Content**

You shall be responsible for all materials ("Content") uploaded, posted or stored through your use of the Services. You grant Numberz a worldwide, royalty-free, non-exclusive license to host and use any Content provided through your use of the Services. You shall be responsible for any lost or unrecoverable Content. You must provide all required and appropriate warnings, information and disclosures relating to such Content. Numberz shall not be in any manner responsible for the Content or data you submit through use of the Services.

You agree not to use, nor permit any third party to use, the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following, including but not limited to.

* Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, including without limitation conduct that would encourage "flaming" others, or criminal or civil liability under any local, state, federal or foreign law;
* Content that would impersonate someone else or falsely represent your identity or qualifications, or that constitutes a breach of any individual’s privacy;
* Except as permitted by Numberz in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
* Virus, trojan horse, worm or other disruptive or harmful software or data; and
* Any information, software or Content which is not legally yours and without permission from the copyright owner or intellectual property rights owner.

**6.2 Community forums.**

The Services may include a community forum or other social features to exchange Content and information with other users of the Services and the public. Numberz does not support and is not responsible for the content in these community forums. Please respect other users while interacting with other users. You shall not reveal information that You do not want to make public. Users may post hypertext links to content of third parties for which Numberz shall not be held responsible.

**6.3 Numberz may freely use feedback You provide.**

You agree that Numberz may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant Numberz a perpetual, worldwide, fully transferable, sub-licensable, non-revocable, fully paid-up, royalty free license to use the feedback You provide to Numberz in any way.

**6.4 Numberz may monitor your Content.**

Numberz may at its discretion, monitor Content on the Services. We may disclose any information necessary to satisfy our legal obligations, protect Numberz or its customers, or operate the Services properly. Numberz in its sole discretion, may refuse to post, remove, or refuse to remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

**7. ADDITIONAL TERMS** 

**7.1 Numberz does not give professional advice.**

Unless specifically included with the Services, Numberz is not in the business of providing legal, financial, accounting, tax, health care, real estate or other professional services or advice. You are advised to consult a competent professional, when You need this type of assistance.

**7.2 We may tell You about other Numberz Services**

You may be offered other services, products, or promotions by Numberz (“Numberz Services”). Additional terms and conditions and fees may apply. With some Numberz Services You may upload or enter data from your account(s) such as names, addresses and phone numbers, purchases, etc., to the Internet. You grant Numberz permission to use information about your business and experience to help us to provide the Numberz Services to You and to enhance the Services. You grant Numberz permission to combine your business data, if any, with that of others in a way that does not identify You or any individual personally. You also consent and grant Numberz permission to share or publish summary results relating to research data and to distribute or license such data to third parties.

**7.3 Communications.**Numberz may be required by law to send You communications about the Services or Third Party Products. You agree that Numberz may send these communications to You via email or by posting them on our Website.

**7.4 You will manage your passwords and accept updates.** You are responsible for securely managing your password(s) for the Numberz Services and You shall contact Numberz, if You become aware of any unauthorized access to your account. The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services. You agree to receive these updates.

**8. DISCLAIMER OF WARRANTIES**

**8.1** YOUR USE OF THE SERVICES AND CONTENT IS ENTIRELY AT YOUR OWN RISK. EXCEPT AS DESCRIBED IN THIS AGREEMENT. THE SERVICES ARE PROVIDED on "AS IS" BASIS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NUMBERZ, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. NUMBERZ AND ITS AFFILIATES AND SUPPLIERS DO NOT WARRANT THAT THE SERVICES ARE SECURE, FREE FROM BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO 60 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES, WHICHEVER IS SOONER.

**8.2** NUMBERZ, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, NO PROVISION OF THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY TO THE EXTENT THAT SUCH EXCLUSION OR LIMITATION IS PROHIBITED BY THE APPLICABLE LAWS OF INDIA AND FOR THE AVOIDANCE OF DOUBT NUMBERZ DOES NOT EXCLUDE LIABILITY FOR. (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS; (II) FRAUD OR FRAUDULENT MISREPRESENTATION; (III) ANY OTHER LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED BY CONTRACTUAL AGREEMENT OF THE PARTIES.

**9. LIMITATION OF LIABILITY AND INDEMNITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE ENTIRE LIABILITY OF NUMBERZ, ITS AFFILIATES AND SUPPLIERS FOR ALL CLAIMS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM. SUBJECT TO APPLICABLE LAW, NUMBERZ, ITS AFFILIATES AND SUPPLIERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING. (A) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (B) DAMAGES RELATING TO FAILURES OF TELECOMMUNICATIONS, THE INTERNET, ELECTRONIC COMMUNICATIONS, CORRUPTION, SECURITY, LOSS OR THEFT OF DATA, VIRUSES, SPYWARE, LOSS OF BUSINESS, REVENUE, PROFITS OR INVESTMENT, OR USE OF SOFTWARE OR HARDWARE THAT DOES NOT MEET NUMBERZ SYSTEMS REQUIREMENTS. THE ABOVE LIMITATIONS APPLY EVEN IF NUMBERZ AND ITS AFFILIATES AND SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS AGREEMENT SETS FORTH THE ENTIRE LIABILITY OF NUMBERZ, ITS AFFILIATES AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES AND ITS USE.

You agree to indemnify and hold Numberz and its Affiliates and Suppliers harmless from any and all claims, liability and expenses, including reasonable attorneys' fees and costs, arising out of your use of the Services or breach of this Agreement (collectively referred to as "Claims"). Numberz reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Numberz in the defense of any Claims.

**10. AMENDMENT**

Numberz reserves the right to amend this Agreement at any time, and the changes will be effective when posted through the services, on our Website for the Services or when we notify You by other means. We may also change or discontinue the Services, in whole or in part. Your continued use of the Services indicates your acceptance to the changes.

**11. TERMINATION**

Numberz may immediately, in its sole discretion and without notice, terminate this Agreement or suspend the Services if You fail to comply with this Agreement. Upon termination, You must immediately stop using the Services and any outstanding payments will become due. Any termination of this Agreement shall not affect Numberz’s rights to any payments due to it. Numberz may terminate a free account at any time. Sections 2 to 15 will survive and remain in effect even if the Agreement is terminated.

**12. GOVERNING LAW AND JURISDICTION**

This Agreement will be governed by the laws of India, without regard to its conflicts of law principles. Notwithstanding the foregoing, You acknowledge that your breach (or an apprehension of breach) of any provisions of this Agreement, or any infringement (or apprehension of infringement) of Numberz’s or its Suppliers’ intellectual property rights may cause Numberz irreparable damage for which recovery of money damages would be inadequate. Accordingly, You agree that Numberz shall be entitled, in addition to any other remedies available to it, to seek (in any court of competent jurisdiction, notwithstanding the previous sentence) any relief (whether equitable or otherwise) to prevent or restrain any such breach or apprehended breach by You or otherwise to protect Numberz’s rights under this Agreement. You submit to the exclusive jurisdiction of the courts of New Delhi, India subject to the limitations and exclusions of liabilities provided for in this Agreement.

Numberz does not represent that the Services and/or content within the Services is appropriate or available for use in all jurisdictions or countries. Numberz prohibits accessing content from within countries or states where such content is illegal. You are responsible for compliance with all applicable laws pertaining to your use and access to the Services in your jurisdiction.

**13. LANGUAGE**

Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this Agreement shall govern. In the event of a dispute the parties confirm that they have requested that this Agreement and all related documents be drafted in English.

**14. MISCELLANEOUS**

Entire Agreement. This Agreement, including the Additional Terms and Conditions below, is the entire agreement between You and Numberz and replaces all prior understandings, communications and agreements, oral or written, regarding its subject matter.

Severability. In the event any one or more of the terms of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unaffected.

Assignment. This Agreement or any of its rights and obligations hereunder, shall not assigned by You without prior written consent of the Numberz and any such attempted assignment shall be null and void. Nothing contained herein shall prevent the assignment of this Agreement by the Numberz without your consent to (a) an affiliate, (b) a company through a sale of assets by Numberz, or (c) a successor by merger. If You want to request a transfer of this Agreement, please contact Numberz via an email to info@Numberz.in

**Last updated on: [●]**

1. **ADDITIONAL TERMS AND CONDITIONS FOR THE SERVICES**

**Numberz Supplemental Agreement and Terms of Services**

**Your use of the Services provided by Numberz are subject to the General Terms of Services above including these Additional Terms and Conditions which govern your use of the Services indicated below. To the extent of any conflict or inconsistency with the general Terms of Service above, these Additional Terms and Conditions shall prevail.**

If You do not agree to these terms of the Agreement, You are not granted any rights whatsoever in the Services. If You are not willing to be bound by these additional Terms and Conditions, You should not access or otherwise use the Numberz Services.

**1. SUBSCRIPTION.** The Numberz Service is licensed on a yearly subscription basis.

Additional Payment Terms:

* 1. Under this agreement, the payment processing services for Numberz Services purchased on Website are provided by Razor Pay depending on the type of payment method used for Services.
  2. In the event You choose to pay through any mode processed via a third party, You shall be governed by such third party terms of services and Numberz shall not be responsible for any such third party processing services.

**2. TRIAL VERSION AND BETA FEATURES.** If You registered for a trial use of the Numberz Services ("Trial Period"), You must decide to purchase a license to the Numberz Services, at the rate prevailing at the time of registration, within the Trial Period in order to retain any Content that You have entered through the Numberz Services, created within the data file, posted or uploaded during the Trial Period. If You do not purchase a license to the Numberz Services by the end of the Trial Period, your Content will no longer be available to You. To be very clear, after using the Numberz Services during the trial period, if You decide not to purchase the license to the full version of the Numberz Services, You will not be able to access or retrieve any of the data You added or created with the Services during the trial.

From time to time, Numberz may, at its sole discretion, include new and/or updated beta features (“Beta Features”) in the Numberz Services for your use. You understand and agree that your use of the Beta Features is voluntary and Numberz is not obligated to provide You with any Beta Features. You understand that once You use the Beta Features, You may be unable to revert back to the earlier non-beta version of the same or similar feature. Additionally, if such reversion is possible, You may not be able to return or restore data created within the Beta Feature, back to the earlier non-beta version. The Beta Features are provided on an “AS IS” basis and may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from any connected device. You acknowledge and agree that all use of the Beta Features is at your sole risk.

**3. PERMITTED DISCLOSURES AND USE OF DATA.** You acknowledge and agree that in order to provide You with access to and use of the Numberz Services, Numberz may provide your access information and account data to (i) your employee or agent who is identified in the registration data as the current system administrator for your account (the “Current Administrator”), and (ii) such other employee or agent who may be designated by you as a replacement administrator for the your account by following the procedures required by Numberz to effectuate such replacement. Any other person, You identified as an authorized user of the Numberz Services will have access to the account data subject to the access permissions You or the system administrator assigned to them.

**4. ACCESS TO YOUR FINANCIAL INSTITUTION SERVICES DATA.**

**4.1** **General.** In connection with your use of the Numberz Service and as part of the functionality of certain versions of the Numberz Services, You may wish to have access to your online account(s) and financial information, including your account access number(s), password(s), security question(s) and answer(s), account number(s), login information, and any other security or access information used to access your financial institution(s) (collectively, your “**FI Login Data**”) and the data made available by your financial institutions(s) with such data, which may include bank balances, transaction activity, credit card charges, debits and deposits, and any messages or notices between You and the financial institution(s) (“**FI Account Data**”). The Numberz Services are designed to allow You to access and download your FI Account Data through the Numberz Services, to allow Numberz to access your financial institution account(s) using your FI Login Data, to allow Numberz to download and use your FI Account Data, and to allow Numberz to aggregate and combine your FI Account Data with other data. If You lose or forget your user name or password, it will be necessary for You to return to the appropriate financial institution, if You have any problems with respect to that user name or password.

You acknowledge and agree that except as set forth this Agreement, Numberz has no control over your FI Login Data and no control over the access to your FI Account Data, does not guarantee that You will be able to use the Numberz Service with your financial institution(s), and will have no liability whatsoever for any actions or inactions on the part of the financial institution(s) resulting in your inability to use the Numberz Service to access your accounts, obtain data, download transactions, or otherwise use or access your FI Account Data.

**4.2** **Collection of FI Login Data and FI Account Data.** By agreeing to these Terms and Conditions, You.

* Acknowledge that in accessing your financial institution account(s) through the Numberz Service, your FI Login Data and FI Account Data may be collected, converted, stored in encrypted form and used by Numberz in India for the purpose of providing the Numberz Service;
* Authorize Numberz to (i) collect and store in encrypted form your FI Login Data, (ii) access the financial institution(s)’ websites using your FI Login Data, from time to time; (iii) download and store your FI Account Data; (iv) reformat your FI Account Data; (v) create and provide hypertext links to your financial institution(s) FI Account Data; (vi) enhance the type of data and services we can provide to You in the future, and (vii) take such other actions as are reasonably necessary to perform the actions described in this Agreement as it relates to your use of the Numberz Services;
* Hereby represent that the financial institution(s)’ account(s) and FI Login Data belong to You, You have the right to use the FI Login Data and FI Account Data as set out above and that you have the authority to appoint, and hereby expressly do appoint, Numberz as your agent with all necessary power and authority to use your FI Login Data and to access and retrieve your FI Account Data, as described above, on your behalf;
* Acknowledge that Numberz does not review your FI Account Data and agree that Numberz is not responsible for its completeness or accuracy;
* Acknowledge that any transactions or informational activities performed at any financial institution(s)’ website are not made through the Numberz Services and Numberz assumes no responsibility for any such transactions or activities; and
* Acknowledge that You are solely responsible for any charges, fees or costs associated with your financial institution account(s) when accessed through the Numberz Services by You or by Numberz.

**4.3** **Information from Financial Institutions’ Websites.** You acknowledge that (i) some financial institution(s) may not permit Numberz or other third parties to have access to FI Login Data or to allow the Numberz Service to access your FI Account Data; (ii) financial institution(s) may make changes to their websites, with or without notice to you or Numberz, that may affect the overall performance of the Numberz Services and prevent or delay aggregation of data from such websites; and (iii) the Numberz Services refreshes your Numberz Services account data by collecting the FI Account Data automatically or manually (depending on your financial institution(s) or any changes by You that may require an update), so your most recent transactions may not always be reflected in the account balances or other account information presented to You by Numberz through the Numberz Services. If You see a discrepancy in your Numberz Service account data as compared to your FI Account Data, and in any case before making any transactions or decisions based on such account data presented in the Numberz Services, You should check the last refresh date for your financial institution account(s) and confirm the accuracy of the Numberz Service account data against your FI Account Data and manually update such data if necessary.

**5. ONLINE DATA TRANSFER (NOT APPLICABLE TO PLANS/VERSIONS THAT DO NOT INCLUDE ACCESS TO THE ONLINE DATA TRANSFER FEATURE).** You may have the option for Numberz to transfer your data files from the Numberz Services in order to facilitate certain interoperability, data integration, and data access between the Numberz Services and certain supported ancillary services (the “Ancillary Services”) You may sign up for and use in connection with the Numberz Services (the “Online Data Transfer”). In order for You to select the Online Data Transfer option, You must (i) have registered select versions of the Numberz Service, (ii) have Internet access, (iii) have an active subscription to the Numberz Service; and (iv) and may need to be an active subscriber to the Ancillary Services. If You select the Online Data Transfer option, a copy of all or part of your company data files will be transferred via the Internet to Numberz’s servers; where You grant Numberz the right and license to (i) host and maintain your data, (ii) use and transfer your data to the Ancillary Services and (iii) reformat your data as reasonably necessary for the data to function with the Ancillary Services. Your original data files will remain in the Numberz Service. If You sign up for any Ancillary Services that support Online Data Transfer, You will have the option to request that Numberz send your data to any of those supported Ancillary Services. If a supported Ancillary Service is provided by a third party, You authorize Numberz to transfer your data to and from the third party provider to enable provision of the Ancillary Services to You. Numberz will support and maintain the data transfer service as part of the Numberz Services. You agree that the third party provider may transfer your data from the Ancillary Service to Numberz, and that, Numberz may use such data subject to the Terms and Conditions of this Agreement. You agree and acknowledge that Numberz has no control over any third party provider or any third party Ancillary Services. Your use of the Ancillary Service is subject to additional third party terms and conditions. You further agree and acknowledge that your data, including your financial or personal or sensitive information, may be transferred to a third party service provider who may be located in a country that does not have adequate security controls to protect your data. Please carefully review their terms and conditions, including privacy policy. If You do not agree with their terms and conditions, You should not use or access the third party Ancillary Service and You should not authorize the Online Data Transfer to the third party Ancillary Services.

**6. NUMBERZ SERVICE USE, STORAGE AND ACCESS.**Numberz shall have the right, in its sole discretion and with reasonable notice posted on the Numberz Service site and/or sent to You at the Current Administrator’s email address provided in the Registration Data, to revise, update, or otherwise modify the Numberz Services and establish or change limits concerning use of the Numberz Services, temporarily or permanently, including but not limited to (i) the amount of storage space You have on the Numberz Services at any time, and (ii) the number of times (and the maximum duration for which) You may access the Numberz Service in a given period of time. Numberz reserves the right to make any such changes effective immediately to maintain the security of the system or User Access Information or to comply with any laws or regulations, and may provide to You with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Numberz Services to which such changes relate. Your continued use of the Numberz Services will constitute your acceptance of and agreement to such changes. Numberz may, from time to time, perform maintenance upon the Numberz Services resulting in interrupted service, delays or errors in the Numberz Services. Numberz will attempt to provide prior notice of scheduled maintenance but cannot guarantee that such notice will be provided.

**7. CANCELLATION.**Upon cancellation of registration of your account, your account will be deleted with immediate effect and You will not be able to access the Numberz Services. There are no refunds upon cancellation. Please follow Numberz instructions to cancel your account. If You cancel your account with us, we are not under any obligation to retain your information. However, we may retain your information for Twelve (12) months after You cancel your account with us, as our business practice.

**8. SOCIAL MEDIA SITES.**Numberz may provide experiences on social media platforms such as Facebook®, Twitter® and LinkedIn® that enable online sharing and collaboration among anyone who has registered to use them. Any content You post, such as pictures, information, opinions, or any Personal Information that You make available to other participants on these social platforms, is subject to the Terms of Use and Privacy Policies of those platforms. Please refer to those social media platforms to better understand your rights and obligations with regard to such content.

**9. THIRD PARTY PRODUCTS AND SERVICES.**

Numberz may tell You about third party products or services, including via the Service. Numberz may offer products and services on behalf of third parties who are not affiliated with Numberz (“Third Party Products”) and/or provide access or links to third party websites ("Third Party Sites"). If You decide to use any Third Party Products or access any Third Party Sites, You are solely responsible for your selection, review of separate product terms, website terms and privacy policies. Numberz is not affiliated with these Third Party Products or Third Party Sites and does not endorse or recommend Third Party Products even if such products are marketed or distributed via our products, website or associated with Numberz in any way. **You agree that the third parties, and not Numberz, are solely responsible for the Third Party Product’s performance (including technical support), the content on their websites and their use or disclosure of your data. Numberz will not be liable for any damages, claims or liabilities arising from the third parties, Third Party Products or Third Party Sites.**

You agree that You will (i) comply with all applicable laws, regulation and ordinances; (ii) not use the Third Party Products in any manner that would infringe or violate the rights of Numberz or any other party; and (iii) not use the Third Party Products in any way in furtherance of criminal, fraudulent or other unlawful activity.

**10. APPLE REQUIREMENTS.**  
If You downloaded the Software from the Mac App Store, the following terms also apply to You.

* Acknowledgement. You acknowledge that this Agreement is between You and Numberz only, and not with Apple, and Numberz, not Apple, is solely responsible for the Software and the content thereof.
* Scope of License. The license granted to You for the Software is a limited, non-transferable license to use the Software on Mac product that You own or control and as permitted by the Usage Rules set forth in the terms of service applicable to the Mac App Store.
* Maintenance and Support. Numberz and not Apple is solely responsible for providing any maintenance and support services, for which additional fees may apply, with respect to the Services. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.
* Warranty. Numberz is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Software to conform to any applicable warranty, You may notify Apple, and Apple will refund the purchase price for the Software to You. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Numberz’s sole responsibility.
* Product Claims. Numberz, not Apple, is responsible for addressing any user or third party claims relating to the Software or the user’s possession and/or use of the Software, including, but not limited to. (i) product liability claims; (ii) any claim that the Software fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
* Intellectual Property Rights. You acknowledge that, in the event of any third party claim that the Software or your possession and use of the Software infringes that third party’s intellectual property rights, Numberz, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
* Legal Compliance. You represent and warrant that (i) You are not located in a country that is subject to an Indian Government embargo, or that has been designated by the Indian Government as a terrorist-supporting country; and (ii) You are not listed on any Indian Government list of prohibited or restricted parties.
* Developer Contact Info. Direct any questions, complaints or claims to Baskar Ganapathy (support@numberz.in)
* Third Party Terms of Agreement. You must comply with any applicable third party terms of agreement when using the Software.
* Third Party Beneficiary. You acknowledge and agree that Apple and Apple’s subsidiaries are third party beneficiaries of this Agreement, and that, upon your acceptance of the Terms and Conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.

**11. ANDROID REQUIREMENTS.**

If You downloaded the Software from the Google Play Store, the following terms also apply to You.

* Acknowledgement. You acknowledge that this Agreement is between You and Numberz only, and not with Google, and Numberz, not Google, is solely responsible for the Software and the content thereof.
* Scope of License. The license granted to You for the Software is a limited, non-transferable license to use the Software on Android device that You own or control and as permitted by the Usage Rules set forth in the terms of service applicable to the Google Play Store.
* Maintenance and Support. Numberz and not Google is solely responsible for providing any maintenance and support services, for which additional fees may apply, with respect to the Services. You acknowledge that Google has no obligation whatsoever to furnish any maintenance and support services with respect to the Software.
* Warranty. Numberz is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the Software to conform to any applicable warranty, You may notify Google, and Google will refund the purchase price for the Software to You. To the maximum extent permitted by applicable law, Google will have no other warranty obligation whatsoever with respect to the Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Numberz’s sole responsibility.
* Product Claims. Numberz, not Google, is responsible for addressing any user or third party claims relating to the Software or the user’s possession and/or use of the Software, including, but not limited to. (i) product liability claims; (ii) any claim that the Software fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
* Intellectual Property Rights. You acknowledge that, in the event of any third party claim that the Software or your possession and use of the Software infringes that third party’s intellectual property rights, Numberz, not Google, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
* Legal Compliance. You represent and warrant that (i) You are not located in a country that is subject to an Indian Government embargo, or that has been designated by the Indian Government as a terrorist-supporting country; and (ii) You are not listed on any Indian Government list of prohibited or restricted parties.
* Developer Contact Info. Direct any questions, complaints or claims to Baskar Ganapathy (support@numberz.in)
* Third Party Terms of Agreement. You must comply with any applicable third party terms of agreement when using the Software.
* Third Party Beneficiary. You acknowledge and agree that Google and Google’s subsidiaries are third party beneficiaries of this Agreement, and that, upon your acceptance of the Terms and Conditions of the Agreement, Google will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary thereof.