

TERMS & CONDITIONS

CAPYBARRISTER - LEGAL TECHNOLOGY SOLUTIONS

Effective Date: 08/Jun/2025

Last Updated: 08/Jun/2025

1. INTRODUCTION AND ACCEPTANCE

1.1 About These Terms

These Terms and Conditions ("Terms") govern your access to and use of Cappybarrister's digital legal solutions, including our flagship product Cappybill and other SaaS applications ("Services"), our website, mobile applications, and related platforms ("Platform"). These Terms constitute a legally binding agreement between Cappybarrister ("Company," "we," "us," or "our") and you ("User," "you," or "your").

1.2 Acceptance of Terms

By accessing, registering for, or using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you must not access or use our Services.

1.3 Legal Entity Binding

If you are using our Services on behalf of a law firm, legal organization, or other entity, you represent and warrant that you have the authority to bind such entity to these Terms, and "you" refers to both you individually and the entity.

2. ELIGIBILITY AND ACCOUNT REQUIREMENTS

2.1 User Eligibility

To use our Services, you must:

- Be at least 18 years of age
- Be a licensed legal professional, law student, or authorized representative of a legal entity
- Have the legal capacity to enter into binding agreements
- Provide accurate and complete registration information
- Comply with all applicable laws and regulations in your jurisdiction

2.2 Account Creation and Verification

- You must create an account using accurate, current, and complete information
- Professional verification may be required for certain features
- You are responsible for maintaining the confidentiality of your account credentials
- You must notify us immediately of any unauthorized access to your account
- Each user must maintain only one active account unless explicitly authorized

2.3 Account Responsibilities

- You are solely responsible for all activities conducted through your account
- You must ensure that your account information remains current and accurate
- You must comply with your firm's internal policies regarding technology usage

- You are responsible for all fees and charges incurred through your account
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3. SERVICES AND SUBSCRIPTION PLANS

3.1 Service Offerings

Capybarrister provides various legal technology solutions including but not limited to:

- **Capybill:** Legal invoicing and billing management
- Case management tools
- Document automation and generation
- Client relationship management
- Legal research and analytics tools
- Integration services with third-party legal platforms

3.2 Subscription Tiers

We offer multiple subscription plans:

Free Trial

- Limited-time access to basic features
- No payment required during trial period
- Automatic conversion to paid plan unless cancelled
- Data retention subject to our data policy

Professional Plans

- Monthly and annual billing options
- Tiered feature access based on subscription level
- User limits as specified in your chosen plan
- Priority customer support for premium tiers

Enterprise Solutions

- Custom pricing and feature sets
- Dedicated account management
- Enhanced security and compliance features
- Service level agreements (SLAs)

3.3 Free Trial Terms

- Free trials are available to new customers only
 - Trial periods are as specified during registration
 - Full access to specified features during trial
 - Credit card information may be required but not charged during trial
 - You may cancel at any time during the trial period
 - Failure to cancel results in automatic conversion to paid subscription
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4. PAYMENT TERMS AND BILLING

4.1 Subscription Fees

- Fees are charged in advance for subscription periods

- All fees are non-refundable except as expressly stated
- Prices are subject to change with 30 days' notice
- Currency and payment methods as specified during signup

4.2 Billing and Payment Processing

- Automatic recurring billing for subscription plans
- Payment due on subscription anniversary date
- Failed payments may result in service suspension
- You authorize us to charge applicable taxes and fees
- Payment processing handled by secure third-party providers

4.3 Refund Policy

- Refunds are generally not provided for subscription fees
 - Refunds may be considered for exceptional circumstances at our sole discretion
 - Enterprise customers may have separate refund terms in their agreements
 - Downgrade requests take effect at the next billing cycle
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5. ACCEPTABLE USE AND COMPLIANCE

5.1 Permitted Use

You may use our Services only for:

- Legitimate legal practice and business purposes
- Activities consistent with applicable legal and ethical standards
- Purposes that comply with all applicable laws and regulations
- Internal business operations of your legal practice

5.2 Prohibited Activities

You must not:

- Use our Services for any unlawful purpose or in violation of these Terms
- Attempt to gain unauthorized access to our systems or other users' data
- Reverse engineer, decompile, or attempt to extract source code
- Share account credentials or allow unauthorized access
- Upload malicious code, viruses, or harmful content
- Violate any applicable professional conduct rules or legal ethics requirements
- Use our Services to store or transmit confidential client information without proper authorization
- Engage in any activity that could harm our reputation or business interests

5.3 Professional Compliance

- You must comply with all applicable legal and ethical obligations
- Attorney-client privilege and confidentiality requirements remain your responsibility
- You must ensure proper authorization before storing client data
- Professional liability insurance requirements remain unchanged
- Bar association and regulatory compliance is your responsibility

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Our Intellectual Property

- All Services, including software, designs, trademarks, and content, are our exclusive property
- Our trademarks, service marks, and logos may not be used without written permission
- You receive only a limited license to use our Services as specified in these Terms
- No transfer of ownership rights occurs through your use of our Services

6.2 Your Content and Data

- You retain ownership of all data and content you upload to our Services
- You grant us a limited license to process your data to provide our Services
- You are responsible for ensuring you have rights to all content you upload
- We do not claim ownership of your client data or work product

6.3 Feedback and Suggestions

- Any feedback or suggestions you provide may be used by us without compensation
- Such feedback becomes our property and may be incorporated into our Services
- You waive any claims to intellectual property rights in feedback provided

7. DATA PRIVACY AND SECURITY

7.1 Data Protection

- We implement industry-standard security measures to protect your data
- Data processing is governed by our Privacy Policy
- We comply with applicable data protection laws including GDPR where applicable
- You remain responsible for client confidentiality and privilege requirements

7.2 Data Location and Transfer

- Data may be stored and processed in various locations as specified in our Privacy Policy
- International data transfers comply with applicable legal requirements
- Enterprise customers may have specific data location requirements in their agreements

7.3 Security Features

- End-to-end encryption for sensitive data transmission
- Regular security audits and vulnerability assessments
- Role-based access controls and user permissions
- Audit logs and activity monitoring
- Two-factor authentication available for enhanced security

7.4 Your Security Responsibilities

- Maintain strong, unique passwords for your account

- Enable two-factor authentication when available
 - Report security incidents immediately
 - Ensure your devices and networks are secure
 - Follow your organization's data security policies
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8. THIRD-PARTY INTEGRATIONS

8.1 Integration Services

- Our Services may integrate with third-party legal and business applications
- Integration availability subject to third-party terms and conditions
- We are not responsible for third-party service performance or availability
- Additional fees may apply for certain integrations

8.2 Third-Party Terms

- Your use of integrated services subject to their respective terms
 - We do not endorse or warrant third-party services
 - Third-party service changes may affect integration functionality
 - Data sharing with third parties governed by their privacy policies
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9. SERVICE AVAILABILITY AND SUPPORT

9.1 Service Level Commitments

- We strive to maintain high service availability
- Planned maintenance will be scheduled during off-peak hours when possible
- Enterprise customers may have specific SLA commitments
- Service credits may be available for significant outages as specified in your agreement

9.2 Customer Support

- Support availability varies by subscription tier
- Basic support through online resources and email
- Premium support includes priority response times
- Enterprise customers receive dedicated account management

9.3 System Maintenance

- Regular maintenance may temporarily affect service availability
 - Emergency maintenance may be performed without advance notice
 - We will provide reasonable notice of planned maintenance when possible
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10. LIMITATIONS OF LIABILITY

10.1 Service Disclaimer

OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE DISCLAIM ALL

WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10.2 Limitation of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR LIABILITY TO YOU IS LIMITED TO THE AMOUNT YOU PAID FOR THE SERVICES IN THE 12 MONTHS PRECEDING THE CLAIM. WE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

10.3 Professional Responsibility

- Our Services are tools to assist your legal practice
- You remain solely responsible for your professional duties and decisions
- We do not provide legal advice or professional services
- Attorney-client relationships are between you and your clients only
- Professional liability and malpractice coverage remains your responsibility

10.4 Data Loss and Security

- While we implement robust security measures, no system is completely secure
 - You should maintain independent backups of critical data
 - We are not liable for data loss due to your actions or third-party breaches
 - Business interruption losses are excluded from our liability
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11. INDEMNIFICATION

11.1 Your Indemnification Obligations

You agree to indemnify, defend, and hold harmless Capybarrister, its affiliates, officers, directors, employees, and agents from any claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising from:

- Your use of our Services
 - Your violation of these Terms
 - Your violation of applicable laws or regulations
 - Your violation of professional conduct rules
 - Claims by your clients or third parties related to your use of our Services
 - Breach of confidentiality or privilege through your actions
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12. TERMINATION AND SUSPENSION

12.1 Termination by You

- You may terminate your account at any time through your account settings
- Termination takes effect at the end of your current billing period
- No refunds for unused portions of subscription periods
- You may download your data for 30 days following termination

12.2 Termination by Us

We may terminate or suspend your account immediately if:

- You violate these Terms or our policies
- You fail to pay fees when due
- You engage in prohibited activities
- We receive valid legal demands requiring termination
- We discontinue the Services

12.3 Effect of Termination

Upon termination:

- Your access to Services will cease
 - Your data will be retained for 30 days then deleted unless legally required to retain
 - Outstanding fees remain due and payable
 - Provisions that should survive termination will continue to apply
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13. DISPUTE RESOLUTION

13.1 Governing Law

These Terms are governed by the laws of India, without regard to conflict of law principles. The courts of Mumbai, Maharashtra shall have exclusive jurisdiction over all disputes.

13.2 Alternative Dispute Resolution

Before initiating legal proceedings, disputes must be addressed through:

Stage 1: Direct Negotiation

- Written notice of dispute to our legal team
- 30-day period for good faith negotiations
- Senior management involvement if required

Stage 2: Mediation

- Binding mediation with mutually agreed mediator
- Proceedings conducted in Mumbai, India
- English language proceedings
- Costs shared equally unless otherwise determined

Stage 3: Arbitration

- Arbitration under the Arbitration and Conciliation Act, 2015
- Single arbitrator mutually agreed upon
- Seat of arbitration: Mumbai, India
- Award binding on all parties
- Limited grounds for appeal as provided by law

13.3 Class Action Waiver

You agree to resolve disputes individually and waive any right to participate in class action lawsuits or representative proceedings.

14. MODIFICATIONS TO TERMS

14.1 Updates and Changes

- We may update these Terms from time to time

- Material changes will be communicated with 30 days' notice
- Continued use of Services constitutes acceptance of updated Terms
- Enterprise customers may have separate amendment procedures in their agreements

14.2 Notification Methods

Updates will be communicated through:

- Email notifications to registered users
 - In-app notifications and alerts
 - Prominent notices on our website
 - Direct communication for material changes
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15. GENERAL PROVISIONS

15.1 Severability

If any provision is deemed invalid or unenforceable, the remaining provisions continue in full force and effect. Invalid provisions will be modified to the minimum extent necessary to make them enforceable.

15.2 Force Majeure

We are not liable for delays or failures due to circumstances beyond our reasonable control, including natural disasters, government actions, labor disputes, or technical failures of third-party services.

15.3 Assignment

- You may not assign these Terms without our written consent
- We may assign these Terms to affiliates or in connection with business transfers
- Assignment includes transfer of accounts and subscription obligations

15.4 Entire Agreement

These Terms, together with our Privacy Policy and any applicable order forms or enterprise agreements, constitute the entire agreement between the parties and supersede all prior agreements and understandings.

15.5 Waiver

Our failure to enforce any provision does not constitute a waiver of that provision or any other provision. Waivers must be in writing and signed by authorized representatives.

16. CONTACT INFORMATION

16.1 General Inquiries

For questions about these Terms or our Services:

- Email: [connect@capybarrister.com]

16.2 Legal Notices

All legal notices must be sent to: **Legal Department**

Capybarrister

Email: [legal@capybarrister.com]

16.3 Grievance Officer

Email: [grievance@capybarrister.com]

Response time: 15 business days

17. DEFINITIONS

"Capybill" means our legal invoicing and billing management application

"Client Data" means any data relating to your clients that you upload or input into our Services

"Enterprise Customer" means customers with separate enterprise license agreements

"Professional User" means licensed attorneys, legal professionals, and authorized legal support staff

"Services" means all Capybarrister software applications, features, and related services

"User Content" means all data, information, and content you provide through our Services

By using Capybarrister's Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.

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