
TERMS OF SERVICE

The Mobile Application (as defined hereinafter), the Desktop Application (as defined hereinafter) and the Website (as defined hereinafter) are provided by Nandalala Infotech (“**invoicefree.in**”), a company incorporated under the laws of India (UDYAM No: UDYAM-TN-27-0110285) with its registered office at **2/56c, Main Road, Thalakkudi, Trichy, Tamil Nadu, India - 621216**. In these Terms of Service, the term “**User**” or “**You**” refers to you, the Person or entity using the Mobile Application, Desktop Application, the Website, and/or procuring any goods, services, or products from invoicefree.in. It is clarified that in case of a company, partnership, trust, or any other legal entity that uses or accesses the Services or invoicefree.in Products, “**User**” shall include such company, partnership, trust, or any other legal entity.

invoicefree.in offers the Mobile Application, Desktop Application, Store, Website, platform, and any other services conditioned upon the User’s acceptance of all terms, conditions, policies, and notices stated here. By procuring a service from invoicefree.in, or by use of the Mobile Application, Desktop Application, Store, Website or platform, the User agrees to be bound by these terms and conditions (“**Terms of Service**” or “**Terms**”), as applicable, to the use of the Mobile Application, Store, Desktop Application, Website, platform and any services provided by invoicefree.in.

Please note that by use of the Mobile Application, Store, Desktop Application, Website, and any services provided by invoicefree.in, the User also agrees to be bound by the additional terms and conditions and policies referenced herein and/or available by hyperlink, including without limitation invoicefree.in Privacy Policy, Acceptable Use Policy, Cancellation and Refund Policy, Referral Policy, and other policies of invoicefree.in and the rules applicable to each invoicefree.in Products or Services.

These Terms of Service apply to all users of the Mobile Application, Store, Desktop Application, Website, platform, and any services provided by invoicefree.in, except as may be specifically agreed otherwise in writing.

Please read these Terms of Service carefully before accessing or using the Mobile Application, Desktop Application, Website, Store, and any services provided by invoicefree.in. By accessing or using any part of the Mobile Application, Desktop Application, Website, Store, or by the use of any services provided by invoicefree.in, the User agrees to be bound by these Terms of Service. If the User does not agree to all the Terms of Service of this agreement, then the User may not access the Mobile Application, Desktop Application, Store, Website, platform, or use any products, applications or services provided by invoicefree.in. If these

Terms of Service are considered an offer, except as may be specifically agreed otherwise in writing, acceptance is expressly limited to these Terms of Service.

Any new product or services provided by invoicefree.in, or any new features or tools which are added to the Mobile Application, Desktop Application, Website, or Store shall, unless specifically stated otherwise, be subject to these Terms of Service. The User can review the latest version of the Terms of Service at any time on this page. invoicefree.in reserves the right to update, change, or replace any part of these Terms of Service by posting updates and/or changes to invoicefree.in an application, website, or platform. It is the User's responsibility to check the said link periodically for changes. Following the posting of any changes, the User's continued use of or access to the Mobile Application, Desktop Application, Website, Store, or any other products or services from invoicefree.in constitutes acceptance of such revised Terms of Service.

1. **Privacy Policy**

These Terms of Service refer to, incorporate, and include the privacy policy of invoicefree.in which sets out the terms on which invoicefree.in processes any personal data invoicefree.in collects from the User, or that the User provides to invoicefree.in. By using the invoicefree.in Products, the User consents to such processing and the User warrants that all data provided by the User is accurate. The latest version of the Privacy Policy can be accessed at <https://invoicefree.in/privacy.html>

2. **About us**

The invoicefree.in Products provide access to invoicing, business and accounting management, and online store services through the Mobile Application, Desktop Application, Website, and Store.

3. **Definitions**

Capitalized terms, not defined elsewhere in these Terms of Service, shall mean as follows:

“Additional Terms” means the terms and conditions applicable for use of the Apple App Store / Google Play Store and/or any other platform where the Mobile Application or Desktop Application is made available for download;

“Applicable Laws” means all applicable (i) statutes, enactments, acts of legislature or parliament, laws, bye-laws, ordinances, rules, regulations, listing agreements, notifications, guidelines or policies of any applicable jurisdiction; (ii) administrative interpretation, writ, injunction, directions, directives, judgment, arbitral award, decree, orders or consents of, or agreements with, any Governmental Authority or a recognized stock exchange; and (iii) international tax treaties, as may be in force from time to time;

“Content” shall mean any content published, uploaded, shared, distributed, or transmitted by the User on invoicefree.in Products, including the products listed on the Store by the User and their descriptions, prices, and any other content uploaded;

“Desktop Application” means the computer application developed by invoicefree.in for availing the Services;

“Governmental Authority” means any Indian or non-Indian court of competence, arbitral tribunal, legislative, executive, or administrative agency or commission, or other governmental or regulatory agency or authority, or any securities exchange;

“Fees” means the fee payable for availing of the Services, as specified by invoicefree.in.

“invoicefree.in Products” means, collectively, the Mobile Application, Desktop Application, Store, Website, and any other products provided by invoicefree.in to the Users from time to time;

“Intellectual Property Rights” means:

- a. patents, trademarks, trade names, service marks, service names, logos, internet domain names, corporate names, rights in designs, copyright (including right in computer software) and moral rights, database rights, semiconductor topography rights, utility models, formulae, processes, trade secrets, proprietary information, rights in know-how and other intellectual property rights, in each case, whether registered or not and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;
- b. rights under licenses, consents, order, or statutes or otherwise in relation to a right under paragraph (a);
- c. rights of the same or similar effect or nature as or to those under paragraph (a) and (b) which now or in the future may subsist;
- d. the right to sue for past infringements or any of the foregoing rights.

“Mobile Application” means the mobile application developed by invoicefree.in for availing the Services;

“Person” shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government, or any agency or political subdivision thereof, or any other entity that may be treated as a person under applicable law;

“Services” means the invoicing, business and accounting management, online store services provided by invoicefree.in to a User through the Mobile Application, Desktop Application, Website, Store, and any other invoicefree.in Products from time to time;

“Store” shall mean a web-based platform provided by invoicefree.in to a User that facilitates such User’s display, sale, and payments for goods and services.

“Website” means the website or web links provided by invoicefree.in for availing the Services.

4. Changes to the Terms of Service

4.1. invoicefree.in may revise these Terms of Service at any time by amending this page. The User must check this page from time to time to take notice of any changes made to these Terms, as they are binding on the User.

4.2. invoicefree.in may, without prior notice, change the Services or the invoicefree.in Products, add or remove functionalities or features; stop providing the Services or the invoicefree.in Products, or features of the Services, or the invoicefree.in Products, to the Users (specifically and generally); or create usage limits for the Services or the invoicefree.in Products.

5. Acceptance of the Terms of Service

5.1. The User agrees that the User shall be bound by these Terms by accessing or using the invoicefree.in Products, or by otherwise availing of the Services from invoicefree.in. If the User does not accept these Terms of Service, the User shall not open an account for availing of the Services or using the invoicefree.in Products.

5.2. For the User’s use of the invoicefree.in Products and Services, invoicefree.in grants the User a limited, non-exclusive, non-transferable right to install and/or use the invoicefree.in Products. However, the User shall not copy the invoicefree.in Products or any of its components.

5.3. invoicefree.in also grants the User a non-exclusive, non-transferable license to access such content on the invoicefree.in Products which is owned by invoicefree.in. For using any content owned by a third party Person, the User still require a license from such third party Person (including, without limitation, the Software Providers), and invoicefree.in does not license such content to the User and the User’s use of content owned by a third party Person, including any content owned by the Software Providers, is governed by applicable terms and conditions prescribed by such third party Person.

6. Conditions for use

6.1. By agreeing to these Terms of Service, a User (which such User is a natural Person) represents that the User is at least the age of majority i.e. 18 years, and is competent to contract. Additionally, where the User is registering on behalf of, and is the authorized representative of, a company, partnership, or any other legal entity, such User has been duly authorized by such entity and is permitted under Applicable Laws to accept these Terms of Service. The User represents and warrants that the User has the full power and authority to accept the Terms of Service, access the invoicefree.in Products and use the Services provided by invoicefree.in, under these Terms of Service, and that these Terms of Service are binding upon the User and enforceable in accordance with their terms. All Services by invoicefree.in are governed by these Terms of Service. Where the Services are availed by a company, partnership or any other legal entity, the User represents and warrants that the entity has the full power and authority to accept the Terms of Service and such Terms of Service shall bind such company, partnership, or any other legal entity, as applicable.

6.2. In case invoicefree.in alters or amends the eligibility criteria to be registered for receiving the Services and the User no longer complies with the new eligibility criteria, as determined by invoicefree.in in its sole discretion, the User accepts that invoicefree.in may restrict or suspend the access to the Services without any liability for invoicefree.in. The User is solely responsible for ensuring that the User are in compliance with these Terms of Service

6.3. Please note that the invoicefree.in Products, will also be subject to the Additional Terms and the terms of use of the Software, as applicable. If there is any conflict between the Additional Terms, the terms of use of the Software, and these Terms of Service with respect to a User's use of invoicefree.in Products, then, these Terms of Service shall prevail.

6.4. The User agrees that the User shall, as required or instructed by invoicefree.in, update the invoicefree.in Products (if so required) and/or any device to operate the invoicefree.in Products, as may be instructed by invoicefree.in.

6.5. The User shall co-operate with invoicefree.in and its officers, representatives, directors, and agents, and render assistance to invoicefree.in in the integration of the invoicefree.in Products, if so required by invoicefree.in, to enable and provide the Services.

6.6. The User shall ensure that there are proper security measures at its respective desktop, mobile device, or other device used to access the invoicefree.in Products to prevent any

hacking and the User accepts all liabilities with respect to any compromise or unauthorized use or disclosure, or access to such information.

7. Availability of the Services and the invoicefree.in Products

7.1. The User may not use the Services or the invoicefree.in Products for any illegal or unauthorised purpose, nor may the User, in the use of the invoicefree.in Products, violate any Applicable Laws (including but not limited to copyright laws). invoicefree.in reserves the right to refuse or discontinue the Services or the invoicefree.in Products to anyone for any reason at any time.

7.2. The User agrees and understands that certain features and services on the invoicefree.in Products are paid only and can be accessed on payment of the Fee. For accessing such paid-only features and services, the User agrees and undertakes to pay the Fee, as displayed on the invoicefree.in Products. The User agrees and accepts that invoicefree.in has arrangements with authorised affiliates, banks, financial institutions and payment processors for the collection of the Fees and the User shall strictly adhere to the terms of such authorised affiliates, banks, financial institutions and payment processors with respect to the payment of Fees. In case invoicefree.in or its authorised affiliates, banks, financial institutions and payment processors are unable to collect the Fees from the User for any reason whatsoever, including, without limitation, on account of any technical malfunction, the User agrees and undertakes to promptly pay the Fees to invoicefree.in or its authorised affiliates, banks, financial institutions and payment processors. In case of the non-payment of the Fees, invoicefree.in reserves the right to discontinue the paid only Services and/or restrict the User's access to the paid only features and services on invoicefree.in Products.

7.3. The Fees for the Services or any other services provided by invoicefree.in, as displayed on the invoicefree.in Products, are subject to change. invoicefree.in reserves the right to modify the Fee at any time with a notification to the User. In case of the User's continued use of the invoicefree.in Products, it shall be deemed that the User has accepted such revised Fees.

7.4. The User agrees to promptly update the User's account and other information required by invoicefree.in, including the User's email address, mobile number, personal details, and details of the User's payment instrument, in connection with the provision of the Services. The User undertakes to provide all such information, documents, and data as may be required or instructed by invoicefree.in for the use of the Services.

7.5. The User will be required to set up an account with invoicefree.in on the invoicefree.in Products for the use of the Services. The User will be required to provide personal details, login information, a password, and other information required by

invoicefree.in in connection with the setup of the account. In case of any inaccuracy or material omission in the information provided by the User to invoicefree.in, invoicefree.in reserves the right to discontinue provision of the Services or prevent the User's right to access the invoicefree.in Products.

7.6. The User hereby grants invoicefree.in the right to access all information, data, and details stored or available on the Software, including, without limitation, any Confidential Information, that is required or necessary for invoicefree.in the provision of the Services. The User agrees and accepts that invoicefree.in may store, transfer, process and utilize the information, data, and details of the User, including, without limitation, any Confidential Information, in connection with the provision of Services, including without limitation, storing such information, data, and details in the servers of invoicefree.in. Independent of the User's registration under the applicable Do Not Disturb (DND), Do Not Call (DNC) or the National Do Not Call (NCPR) databases, the User agrees and accepts that invoicefree.in or any of its affiliates may contact the User, through either email or phone call or SMS, and offer the Services, including but not limited to the dissemination of information about invoicefree.in Products, and promotional offers by invoicefree.in, its affiliates, or associated third parties.

8. Restrictions on the use of the invoicefree.in Products

8.1. invoicefree.in provides the invoicefree.in Products for use by the Users for availing the Services that are provided by invoicefree.in. The User agrees that the User shall not use the invoicefree.in Products or the Services in any manner inconsistent with these Terms of Service, the terms and conditions of the Software Providers, or in breach of Applicable Laws.

8.2. The availability of the invoicefree.in Products or the Services is subject to the maintenance of an active computer / mobile phone, electricity, internet connection, and other utilities or infrastructure, as may be necessary. The User is solely responsible for all liability arising from the unavailability of the invoicefree.in Products, or the Services due to a deficient or defective computer / mobile handset, or the internet service provider not being able to support the invoicefree.in Products or the lack of an electricity connection, or any other utility or infrastructure that prevents the use of the invoicefree.in Products, or the availability of the Services.

8.3. The User shall be solely responsible for the confidentiality, safety, and security of the user account opened by the User. The User shall be the sole owner of the password and shall be responsible for the consequences arising out of the disclosure of the password and/or the unauthorized use of the User's account. In case the password is lost or misplaced, the User shall promptly inform invoicefree.in. In case the username and the password associated with the User's account are lost/stolen/misplaced/hacked/no longer

in the User's control, the User shall promptly inform invoicefree.in. invoicefree.in will, upon receipt of such information, block the relevant account.

8.4. The User shall not redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the invoicefree.in Products or any component or content thereof, available to any third parties before the prior written consent of invoicefree.in.

8.5. The User shall not, directly or indirectly, attempt to exceed the scope of authorized access to the invoicefree.in Products, account information, or other areas of the invoicefree.in Products or solicit passwords, transfer any part of your account to any third party.

8.6. The User shall not circumvent or disable any digital rights management, usage rules, or other security features of invoicefree.in Products; remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the invoicefree.in Products, and not use the invoicefree.in Products in a manner that threatens the integrity, performance, or availability of the invoicefree.in Products.

8.7. Without limiting the foregoing, the User agrees that the User shall not use the invoicefree.in Products, or the Services to undertake any of the following actions or to display, upload, modify, publish, distribute, disseminate, transmit, update or share any information that:

- a. is grossly harmful, harassing, blasphemous, defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating to or encouraging money laundering or gambling, or otherwise unlawful in any manner whatsoever;
- b. infringes any patent, trademark, copyright, or other proprietary rights;
- c. contains viruses, corrupted files, or any other similar software or programs that are designed to interrupt, destroy, or may limit the functionality of any computer source or that may damage or adversely affect the operation of another person's computer, its websites, any software or hardware, or telecommunications equipment;
- d. is in the nature of promotional services, products, surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
- e. falsifies or deletes any author attributions, legal or other proper notices, or proprietary designations or labels of the origin or the source of software or other material;
- f. violates any law for the time being in force;
- g. belongs to another Person to whom the User does not have any right to;
- h. interferes with or disrupts the invoicefree.in Products or other invoicefree.in websites, servers, or networks;
- i. Impersonate any other person;
- j. harms minors in any way;

- k. forges headers or manipulates identifiers or other data in order to disguise the origin of any content transmitted through its websites or to manipulate the User's presence on its websites;
- l. engages in any illegal activities;
- m. defame invoicefree.in, the Software Providers, and their employees, officers, directors, agents, partners, and service providers, including without limitation, by posting any defamatory content on any social media;
- n. threatens the unity, integrity, defence, security, or sovereignty of India, friendly relations with foreign states, or public order, or causes incitement to the commission of any cognizable offence, or prevents the investigation of any offence, or insults any other nation.

8.8. The User shall not attempt to or engage in any activity that may:

- a. reverse engineer, decompile, or otherwise extract the source code related to the invoicefree.in Products or the Software or any part thereof, unless it is expressly permitted by invoicefree.in to the User in writing or is required by the Applicable Law;
- b. Use any robot, spider, retrieval platform, or other device to retrieve or index any portion of the invoicefree.in Products, Software, or content thereof;
- c. collect information about other Users for any illegal or unlawful purpose;
- d. create any User accounts by automated means or under false or fraudulent pretences for using the invoicefree.in Products;
- e. transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature through the invoicefree.in Products;
- f. Use the invoicefree.in Products in any manner that could damage, disable, overburden, or impair, or undertake any action which is harmful or potentially harmful to, any of the servers, networks, computer systems, or resources connected to any of the servers connected, directly or indirectly, to the invoicefree.in Products, or interfere with any other third party Person's use and enjoyment of the invoicefree.in Products;
- g. carry out any denial of service (DoS, DDoS) or any other harmful attacks on the invoicefree.in Products or; disrupt or place unreasonable burdens or excessive loads on, or interfere with or attempt to make, or attempt any unauthorized access to the invoicefree.in Products or any part of the invoicefree.in Products or any other User of the invoicefree.in Products;

8.9. The User shall not use the invoicefree.in Products or the Services for any purpose that might be construed as contrary or repugnant to any applicable law, regulation, guideline, judicial dicta, or public policy, or for any purpose that might negatively prejudice the goodwill of invoicefree.in or violate the Terms of Service.

8.10. The User agrees and accepts that the use of invoicefree.in Products are subject to the Acceptable Use Policy, which is incorporated into these Terms of Service by

reference. The Acceptable Use Policy may be updated from time to time, and it is the responsibility of the User to keep updated about any changes. Any restrictions under the Acceptable Use Policy shall be in addition to and not in derogation of these Terms of Service. The Acceptable Use Policy is available at [Acceptable Use Policy](#)

8.11. The User agrees and accepts that invoicefree.in shall not and is not required to mediate or resolve any dispute or disagreement between the User and customers.

9. invoicefree.in's rights

9.1. invoicefree.in reserves the right to suspend/discontinue the invoicefree.in Products, Services and any other products/services to the User and/or to sever its relationship with the User, at any time, for any cause, including, but not limited to, the following:

- a. For any suspected violation of the rules, regulations, orders, directions, notifications, laws, statutes, from time to time, or for any violation of the terms and conditions mentioned in these Terms of Service.
- b. For any suspected discrepancy in the particular(s), documentation or information provided by the User;
- c. To combat potential fraud, sabotage, wilful destruction, threat to national security, for any other force majeure reasons, etc..
- d. If the same is due to technical failure, modification, upgradation, variation, relocation, repair, and/or maintenance due to any emergency or for any technical reasons;
- e. If the same is due to any transmission deficiencies caused by topographical and geographical constraints/limitations;
- f. If the User does not have control over the User's login details and password or the User's account is compromised in any other manner;
- g. If the User indulges in any abusive or aggressive, or threatening behaviour or any act or any intimidation or harassment of any kind (be it verbal or physical, or written) against any employee/representative/agent of invoicefree.in or any other User; and
- h. If invoicefree.in believes, in its reasonable opinion, that cessation/ suspension is necessary.

9.2. invoicefree.in may, at its discretion, remove Content and suspend or terminate a User's account if it is found that the goods or services offered via a Store, or the materials uploaded or posted to a Store, violate the Acceptable Use Policy ("AUP") or these Terms of Service.

10. Accuracy of information

10.1. invoicefree.in is not responsible if information made available on the invoicefree.in Products (including any information in relation to the Services) is not accurate, complete, or current. The material on the invoicefree. The product is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this invoicefree.in Product (including any information in relation to the Products) is at the User's own risk.

10.2. The invoicefree.in Products, may contain certain historical information. Historical information, necessarily, is not current and is provided for the User's reference only. invoicefree.in reserves the right to modify the contents of the invoicefree.in Product at any time, but invoicefree.in has no obligation to update any information on invoicefree.in Products. The User agrees that it is the User's responsibility to monitor changes to the invoicefree.in Products or any other information provided in connection with the Services.

10.3. invoicefree.in undertakes no obligation to update, amend, or clarify information on the invoicefree.in Products or on any related website, or in relation to the Services, including without limitation, pricing information, except as required by Applicable Laws. No specified update or refresh date applied in the invoicefree.in Product or on any related website, should be taken to indicate that all information in the invoicefree.in or on any related website has been modified or updated.

11. Warranties

11.1. No warranty of any kind, implied, express or statutory, including but not limited to the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, is given in conjunction with invoicefree.in Product or any data/content, including, without limitation, the Services. While invoicefree.in may apply such technology as it deems fit to ensure the security of and prevent unauthorised access to its products/services, invoicefree.in does not warrant that products/services or any content/data will be provided uninterrupted or free from errors or that any identified defect will be immediately corrected. Further, no warranty is given that products/services or any data/content are free from any computer virus or other malicious, destructive, or corrupting code, agent, program, or macros. invoicefree.in provides the invoicefree.in Products, the Services and other products/services an "as-is", "where is", "with all faults" basis.

11.2. The User acknowledges that he/she has not solely relied on any representation/warranty made by invoicefree.in or its service providers, subcontractors,

or agents and has made an independent assessment of invoicefree.in Products, invoicefree.in's products/services, including without limitation, the invoicefree.in Products. It is the User's responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services, merchandise, and other information provided through the invoicefree.in Products or on the Internet, generally.

ALL OTHER WARRANTIES, WHETHER LEGAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR THE INTENDED USE THEREOF, ARE EXPRESSLY EXCLUDED IN CONNECTION WITH THE USE OF INVOICEFREE.IN PRODUCTS OR SERVICES.

11.3. The User represents and warrants that:

- a. The User shall be solely responsible for all goods and services it provides through the Store, including their description, price, fees, tax, any required legal disclosures, compliance, and any offers or promotional content.
- b. The User shall be solely responsible for setting and displaying the terms and conditions for sales on the Store, including, without limitation, policies for sale, refund, return, and their timelines.
- c. The User shall inform its customers in a clear and cogent manner in its terms and conditions of sale that the goods and services being provided on the Store are provided by the User and not by invoicefree.in.

12. Exclusions of liability

12.1. Notwithstanding anything to the contrary invoicefree.in, its successors, agents, assigns, and each of their directors, officers, employees, associates, agents, and representatives shall in no event be liable to the User or any other Person for:

- a. any indirect, incidental, special, consequential, punitive, or economic loss, expense, or damage arising from or in connection with any access, use, or the inability to access or use invoicefree.in Products, the Services, or any other products/services of invoicefree.in and data/content or reliance on those, including without limitation, in case of the Services, the invoicefree.in Products, howsoever caused and regardless of the form of action (including tort or strict liability);
- b. any downtime costs, loss of revenue or business opportunities, loss of profit, loss of anticipated savings or business, loss of data, loss of goodwill or loss of value of any equipment, including software; and/or

- c. any loss or damage arising as a result of a disclosure/sharing or hacking of the User's login details and password, and any improper usage, failure or malfunction of any computer or mobile phone, unavailability of an electricity connection, other telecommunications equipment, any other services or equipment necessary to access invoicefree.in's products and services, including without limitation, the Services, the invoicefree.in Products.

12.2. invoicefree.in shall not be liable for any inconvenience, loss, cost, damage, or injury suffered by the User or any third Person arising from or caused by:

- a. act or omission of any third party, including but not limited to any equipment or software providers, any service providers, any network providers (including but not limited to telecommunications providers, internet browser providers, and internet access providers), or any agent or subcontractor of any of the foregoing;
- b. the use of invoicefree.in products and services, including without limitation, the Services, the invoicefree.in Products by third Persons, whether authorised or unauthorised by the User;
- c. theft or loss of the User's computer, mobile phone, the User's data, the User's login details and password, hardware, and/or equipment on which the invoicefree.in Products are accessed or operated;
- d. The User being deprived of the use of the invoicefree.in Product as a consequence of any act or omission by invoicefree.in for any reason including but not limited to compliance with any applicable laws and/or regulations and any instructions and/or directions given by any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT, SHALL INVOICEFREE.IN OR ANY OF ITS DIRECTORS, EMPLOYEES, AGENTS, AND/OR PERSONNEL, BE LIABLE TO THE USER OR ANY PERSON FOR ANY DAMAGES, LIABILITIES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO: (I) THESE TERMS OF SERVICE, THE SERVICES, THE INVOICEFREE.IN PRODUCTS, OR ANY REFERENCE SITE, APP, PRODUCTS, OR SERVICES; OR (II) THE USER'S USE OR INABILITY TO USE THE SERVICES, THE INVOICEFREE.IN PRODUCTS, OR OTHER PRODUCTS OR SERVICES OF INVOICEFREE.IN OR ANY REFERENCE SITE, OR (III) ANY OTHER INTERACTIONS WITH INVOICEFREE.IN; HOWEVER CAUSED AND WHETHER ARISING IN CONTRACT, TORT OR IN EQUITY INCLUDING NEGLIGENCE, WARRANTY OR OTHERWISE, BEYOND OR IN EXCESS OF INR 1,000, OR

**ANY AMOUNT AS MAY BE PERMITTED UNDER APPLICABLE LAWS,
WHICHEVER IS LOWER.**

12.3. invoicefree.in shall make all best efforts to provide uninterrupted services, subject to downtime and regular maintenance. Notwithstanding anything in these Terms of Service, the User acknowledges that the invoicefree.in Products and the Services may not be uninterrupted or error-free or free from any virus or other malicious, destructive, or corrupting code, program, or macro. invoicefree.in shall adopt all such best technical and non-technical security measures that it considers are appropriate and are the same as that is prevalent in the industry to render the Services, however, invoicefree.in does not guarantee that such security measures cannot be subverted to gain unauthorized access. In the event of interruption to the Services or loss of use and/or access to the invoicefree.in Products, invoicefree.in shall use their best endeavours to restore the Services and/or access to the invoicefree.in Products as soon as reasonably possible.

12.4. invoicefree.in is not responsible for any Content uploaded by the User on the invoicefree.in Products. invoicefree.in is not responsible for any direct or indirect damages or losses caused to the User, including without limitation, lost profits, business interruption, or other loss resulting from the use of or reliance in any way on anything available on the invoicefree.in Products. It is solely the User's responsibility to evaluate the accuracy, reliability, completeness, and usefulness of information and content available on the invoicefree.in, the Products that are used by the User.

13. Third-party services

13.1. invoicefree.in may provide the User with access to third-party tools and services and certain content, products, and services available by invoicefree.in may include materials from third parties which invoicefree.in neither monitors nor has any control over. Third-party links on the invoicefree.in Product may direct the User to third-party websites that are not affiliated with invoicefree.in.

13.2. The User acknowledges and agrees that invoicefree.in provides access to such links, website, tools and services "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement and invoicefree.in does not warrant and will not have any liability or responsibility for any third-party materials or websites, or any materials, products, or services of third-parties. invoicefree.in shall have no liability whatsoever arising from or relating to the User's use of optional third-party tools and services. The User is requested to review the third party's policies and practices carefully and make sure that the User understands them. Complaints, concerns, or questions regarding third-party products should be directed to the third party.

14. Viruses

14.1. The User will be responsible for the introduction of any viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful. The User shall not attempt to gain unauthorised access to the invoicefree.in Products, the server on which the invoicefree.in Products is stored on any server, computer, or database connected to invoicefree.in Products. By breaching this provision, the User would commit a criminal offence under the Information Technology Act, 2000. invoicefree.in will report any such breach to the relevant law enforcement authorities and the invoicefree.in will cooperate with such Governmental Authorities by disclosing the User's identity to them. In the event of such a breach, the User's right to use the invoicefree.in Products and the Services will cease immediately.

14.2. invoicefree.in will not be liable for any loss or damage caused by a virus, denial-of-service attack, distributed denial-of-service attack, or other technologically harmful material that may infect the User's computer equipment, computer programs, data or other proprietary material due to the User's use of the invoicefree.in Products or the User's downloading of any information and content on it, or any website linked to it.

14.3. The User should use the User's own virus protection software. invoicefree.in cannot and do not guarantee or warrant that files available for downloading from the invoicefree.in Products will be free of infection by viruses, worms, Trojan horses, or other code that manifests contaminating or destructive properties.

15. Cancellation and refunds

The User's cancellation of the subscription to invoicefree.in Products and applicable refunds shall be governed by invoicefree.in the Cancellation and Refund Policy available at <https://invoicefree.in/RefundPolicy.html>

16. User Referrals

Referrals made by existing Users of invoicefree.in Products to invite new users to register and purchase the subscription of invoicefree.in Products shall be governed by invoicefree.in Referral Policy available at <https://invoicefree.in/ReferralPolicy.html>

17. Intellectual property

17.1. All Intellectual Property Rights in the invoicefree.in Products or the Services belong to invoicefree.in or the applicable third-party owner of such rights, including without limitation, the Software Providers. Nothing in these Terms of Service shall operate to transfer any Intellectual Property Rights beyond the specific licenses, as may be

specifically agreed in writing. invoicefree.in retains ownership of all right, title to, and interest in any and all Intellectual Property Rights developed, owned, licensed, or created by the invoicefree.in.

17.2. No part or parts of the invoicefree.in Products may be reproduced, distributed, republished, displayed, broadcast, hyperlinked, transmitted, adapted, modified to create derivative works or otherwise commercially exploited in any manner or by any means or stored in an information retrieval system without invoicefree.in prior written permission. The User may view, print, or use invoicefree.in's content for personal, non-commercial use only, provided further that the User does not modify the content and that the User retains all copyright notices and other proprietary notices contained in the content.

17.3. The User shall not claim any rights or interest in the Intellectual Property Rights of invoicefree.in, or in connection with any other services, features or products offered by invoicefree.in to the User, including without limitation, the invoicefree.in Products or Services. In no event shall the User alter, tamper, vary, modify, change, disassemble, decompile, or reverse engineer any Intellectual Property Rights of invoicefree.in (including without limitation any Intellectual Property Rights licensed to the Company by any other Person) (collectively, "IP Property"), or permit others to do so. Altering, tampering, varying, modifying, changing, disassembling, decompiling, and reverse engineering include, without limitation:

- a. converting the IP Property from a machine-readable form into a human-readable form;
- b. disassembling or decompiling the IP Property by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof;
- c. examining the machine-readable object code that controls the IP Property's operation and creating the original source code or any approximation thereof by, for example, studying the IP Property's behaviour in response to a variety of inputs;
- d. performing any other activity related to the IP Property that could be construed to be reverse engineering, disassembling, or decompiling; or
- e. making any alteration or change to the IP Property without the express prior written consent of invoicefree.in.

18. Content

18.1. invoicefree.in does not claim any Intellectual Property Rights over the Content You provide on the Store. All rights in the Content a User uploads remain with the User.

18.2. By uploading Content, you agree: (a) to allow other internet users to view the Content you post publicly to your Store; (b) to allow invoicefree.in to store, and in the case of Content you post publicly, display and use your Content; and (c) that invoicefree.in can, at any time, review and delete all the Content submitted through an invoicefree.in Product, although invoicefree.in is not obligated to do so.

18.3. You retain ownership over all Content that you upload to the Store; however, by making your Store public, you agree to allow others to view Content that you post publicly to your Store. You are responsible for the compliance of the Content with any applicable laws or regulations.

18.4. Notwithstanding anything contained in clause 17 (**Intellectual Property**), invoicefree.in shall have the non-exclusive, worldwide and royalty-free license to use the names, images, trademarks, service marks, and logos associated with your Store to promote its Services. You grant invoicefree.in a non-exclusive, transferable, sub-licensable, royalty-free, worldwide licence to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of any Content provided by You, including photos and videos of the products listed by You

19. Indemnification

The User agrees to indemnify, defend and hold harmless invoicefree.in, the Software Providers and their respective parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees (“**Indemnified Parties**”), from all claims, demands, losses, costs, fees suffered or incurred by the Indemnified Parties due to or arising out of the User’s breach of these Terms of Service or the documents they incorporate by reference, or the User’s violation of any law or the rights of a third-party.

The User shall indemnify, defend, and hold harmless the Indemnified Parties (whether or not arising out of third-party claims) from all claims, demands, losses, costs, fees suffered or incurred by the Indemnified Parties due to or arising out of a) any Content posted by the User on the invoicefree.in Products; b) any non-performance by User or breach of any contract or transaction with their customers through any invoicefree.in Products; c) breach of data privacy and confidentiality obligations; or d) fraud, wilful misconduct, or gross negligence, or (e) any third party claims due to the Content posted by the User or use of the Invoicefree.in in violation of these Terms of Service by the User.

20. Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

21. Waiver

If invoicefree.in does not exercise a right under these Terms of Service, it shall not constitute a waiver of such right. Waiver of any right, remedy, or breach of any subject matter contained in these Terms of Service shall not be viewed as a waiver by invoicefree.in, unless specifically agreed by invoicefree.in in writing.

22. Force Majeure

22.1. For purposes of these Terms of Service, **“Force Majeure Event”** means any event or circumstance, regardless of whether it was foreseeable (including without limitation an act of war, hostility, or sabotage; act of God; pandemic, epidemic electrical, internet or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); criminal, revolutionary, or terrorist activity), that: (a) was not caused by a party and, (b) prevents that party from complying with any of its obligations pursuant to these Terms of Service (other than an obligation to pay money) or provision of the Services.

22.2. If a Force Majeure Event occurs, the party that is prevented from performing (the **“Nonperforming Party”**) will be excused from performing those obligations rendered unperformable by the Force Majeure Event. Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of the occurrence of the Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter, the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Non-performing Party shall use reasonable efforts to limit damages to the Performing Party and to resume its performance pursuant to these Terms of Service.

23. Relationship of the parties

The User agrees that no joint venture, partnership, employment, or agency relationship exists between the User and invoicefree.in as a result of these Terms of Service, the User’s use of invoicefree.in Products, or the availing of Services from invoicefree.in.

24. Assignment

The User shall not assign or transfer the rights and obligations of the User under these Terms of Service, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control, or operation of law, without invoicefree.in’s prior written consent. invoicefree.in may assign or transfer the rights and obligations contained in their Terms of Service to any Person.

25. Governing law and jurisdiction

- a. These Terms of Service will be governed by the laws of India without any application of conflict of laws principles.
- b. In case of any differences, disputes or disagreements between the User and invoicefree.in(“**Dispute**”), the User and invoicefree.in shall attempt to amicably resolve such dispute within 30 days from the date on which such Dispute arose.
- c. In case the User and invoicefree.in are unable to amicably resolve the Dispute within 30 days from the date on which such Dispute arose, the Dispute may, at the option of the User or invoicefree.in, be referred to arbitration by a sole arbitrator appointed by invoicefree.in. The seat of arbitration shall be Bangalore, and the language of arbitration shall be English. The award of the sole arbitrator shall be final and binding on the User and invoicefree.in.

26. Confidentiality

For the purposes of this Terms of Service, the term “**Confidential Information**” shall mean and include all tangible and intangible information obtained, developed or disclosed, or accessed, including all documents, data papers, and statements, and trade secrets of the User relating to its business practices and considered to be confidential and proprietary information. invoicefree.in shall strictly safeguard the Confidential Information and shall take all the necessary action to protect it against misuse. invoicefree.in shall be entitled to disclose the Confidential Information where:

- a. Where such Confidential Information is in or enters the public domain without invoicefree.in’s default;
- b. Where such Confidential Information is known to invoicefree.in at the time of first receipt, or thereafter becomes known to invoicefree.in prior to such disclosure without similar restrictions from a source other than the User, as evidenced by written records;
- c. Where such Confidential Information is disclosed to employees, consultants, auditors, advisors, and shareholders of the Party who are under a duty of confidentiality, or pursuant to Applicable Law or order of any Governmental Authority;
- d. Where such Confidential Information is required to be disclosed to partners of invoicefree.in for the provision of Services (including, without limitation, any services to be provided by the partners).
- e. Where such Confidential Information is required to be disclosed in compliance with the Applicable Laws.

In case the User comes into possession of any Confidential Information of invoicefree.in the User shall safeguard the same and shall not disclose such Confidential Information without the prior written consent of invoicefree.in.

27. Contact Information

27.1. Questions about these Terms of Service should be sent to invoicefree.in to support@invoicefree.in. Any notices to invoicefree.in in connection with the invoicefree.in Products or these Terms of Service, must be sent to the details given below:

NANDALALAINFOTECH

2/56c, Main Road, Thalakkudi, Near to ARM Engineering Works, Trichy, Tamil Nadu, India - 621216

27.2. Notice shall be sent to the contact address set forth here (as such may be changed by notice given to the other party), and shall be deemed delivered as of the date of actual receipt.

27.3. invoicefree.in may give telephonic notice to the User by calls to appropriate numbers, by messaging to the telephone number, or by an email to the email address of the User available on record with invoicefree.in. The Users agree that in case there are any changes in any information provided by the User to invoicefree.in, including the User's phone number, e-mail address, and other contact details, the User will be solely responsible for updating them regularly. The User agrees that all agreements, notices, disclosures, and other communications that invoicefree.in providing to the Users electronically, satisfy any legal requirement that such communications be in writing. If invoicefree.in sends any communication by e-mail or to the User's phone number, it shall be sent to the User's e-mail address or phone number available on the records created by the User on the invoicefree.in Products and it shall be deemed to have been received by the User once it is reflected as sent in the outbox of the invoicefree.in the e-mail ID, or at the time of dispatch of the message.

28. Cumulative rights

The rights and remedies of invoicefree.in provided in this Terms of Service are not exclusive, but are cumulative upon all other rights and remedies to the full extent allowed by law.

29. Cancellation and Termination

29.1. You may cancel your account and terminate the Terms of Service at any time by contacting invoicefree.in support and then following the specific instructions indicated to you in invoicefree.in response.

29.2. Upon termination of the Services by either party for any reason:

- a. invoicefree.in will cease providing you the Services, and you will no longer be able to access your account;
- b. Unless otherwise provided in the Terms of Service, you will not be entitled to any refunds of any Fees, pro rata or otherwise;
- c. Any outstanding Fee owed to invoicefree.in for your use of the paid-only Services through the effective date of such termination will immediately become due and payable in full; and your Store will be deleted.

29.3. invoicefree.in reserves the right to modify or terminate the invoicefree.in Products, the Terms of Service and/or your account for any reason, without notice at any time. Termination of the Terms of Service shall be without prejudice to any rights or obligations that arose prior to the date of termination.

30. Entire understanding

These Terms and Conditions constitute the entire agreement between invoicefree.in and the User pertaining to the subject matter hereof and supersede in their entirety all written or oral agreements between invoicefree.in and the User.