



Terms of Service

This Agreement (“**TOS**”) lays down the terms and conditions relating to the use of Solo Expenses (“**Solo**”), including but not limited to their website/ mobile/ desktop versions and all requisite plug-ins (collectively referred to as the “**Service(s)**”) as available on www.soloexpenses.com (the “**Site(s)**”). This TOS will cover online as well as offline access to the Services and all related processes thereto. Any updates, new services or any modifications of the existing services will be governed by the TOS, which may be modified or updated from time to time in the sole discretion of **Solo**. The continued use of the Site or Services following the posting of changes to the TOS constitutes your acceptance to such changes. We strongly encourage you to regularly review this TOS.

The Site and Services are operated by Expense On Demand Limited, whose registered office address appears on the website (“**We**”). It is stated that wherever the words “**You**” and “**User**” is used, the same refers to the consumer of the Service, signing this TOS. The User may be a legal entity or natural person, who agrees to be bound by this TOS, as a prerequisite to using the Services.

By accepting the terms and conditions of use, you represent that you are eligible to enter into a legally binding contract i.e. this TOS. You also represent that if you’re entering into this contract on behalf of a company or other legal entity that you have the authority to bind such entity to this TOS, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must decline to accept the terms and conditions and not use the Services.

If you accept this TOS, you will be deemed to have read, understood and accepted to be bound by all the terms of this TOS. In addition, when using certain services, you will be subject to such additional terms as made applicable to the Services, and the same will be intimated or posted on the Site from time to time, including, without limitation, the Privacy Policy located below the login and our Cookie Policy. All such terms are hereby incorporated by reference into this TOS.

I. Description of Service

Solo is an expense management software applications/services that make it easy to quickly capture, save upload and analyse expense items. Unlike traditional expense management applications, the Service allows users to instantly create expenses, save them, upload them to the web-application and report on them for free (subject to change without prior notice) (“**Free Tier**”). Additional features (subject to change) such as voice memos, delegating to your accountant the expense entry and update process, importing a csv file into your accounting system, setting VAT, mileage rates, delegating certain functions, approval, expense policy, credit card management, etc. are available as paid add-ons. Through an elegant user interface and advanced back-end technology, the Service delivers an engaging, premium user experience on just about any device (currently iPhone, Android and more). The Services are available for download for offline use on desktops/ other devices as well.

We may from time to time enhance or update the range of the Services and modify content made available through the Services. In this TOS, the term “**Content**” means any information, text, graphics, photographs, narrative stories, video, sound, music, feedback, comments, suggestions, or other information, material or files including, without limitation, names or likenesses (all whether concerning you or a third party) or other materials uploaded by the users of the App, third party service providers or by us. However, please note that the Content on the Site may be out of date at any given time and we are under no obligation to update it. We do not guarantee that the Content on the Site, will be free from errors or omissions. We reserve the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Mobile Services: The Service includes certain services that are available via a mobile device, including (i) the ability to enter expenses, upload content to the Service via a mobile device; (ii) the ability to browse the Service from a mobile device; and (iii) the ability to access certain features through an application downloaded and installed on a mobile device; and (iv) the ability to approve expenses (collectively, the "Mobile Services"). To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. We do not guarantee that the Mobile Services including any specific parts or features or any Content on it will always be available or will be uninterrupted. By using the Mobile Services, you understand that certain information about your usage of the Mobile Services may be communicated to us and such information shall be treated in accordance with our Privacy Policy.

II. General terms and conditions

All terms, including all terms implied by statute and any pre-contractual representations, including those appearing in previous correspondence between the User and us are excluded. The application of any general terms and conditions upon which the User trades and any terms inconsistent with this TOS are excluded and shall be of no effect.

Subject to and in accordance with notes, instructions or documentation issued from time to time, we will provide you the Service as specified in this TOS. **Solo** reserves the right to change this TOS relating to the Service at any time and will notify you by posting an updated version of this TOS on the Service and/or by sending you an email message. You are responsible for regularly reviewing this TOS. Continued use of the Service after any such changes will constitute your consent to such changes. Any service required by you that is not provided as part of the published Service from time to time must be subject to a separate written agreement prior to commencement of that service.

III. Grant of Rights

Grant of License

In consideration of and for such subscription periods and such individual expense accounts in respect of which the User shall have paid the subscription charges (where payable) to us, the User is hereby granted a non-transferable non-exclusive license to access and use the Service, the underlying technology and software ("Software") and certain components of the Service and Software which are made available for downloading as a mobile service or to the User's computer for the User's own internal use .

The User shall not:

- license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service (which at all times includes all related softwares/ components) in any way;
- modify or make derivative works based upon the Service and/or Software; or
- create "frame" or "mirror" any part of the Service on any other server or wireless or Internet-based device, or reverse engineer or access the Service in order to build a competitive product or service, build a product using similar ideas, features, functions or graphics of the Service, or copy any ideas, features, functions or graphics of the Service.

Access by Competitors

Any direct competitor of **Solo** may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes except with our prior written consent.

You agree that you may not download, reproduce, modify, display, perform, transfer, distribute or otherwise use the Service, except as provided under these TOS, and you agree to take all reasonable steps to prevent the unauthorized use of the Service.

IV. Registration

Account Creation

You need to register to access and use the Service. For example, you will need to register to access your personalized web pages on the Service. You may create an account by providing a valid email address and a password and providing other information as prompted by the registration form. Your email address must remain valid as long as your account remains active. You agree to provide and maintain true, complete and current account information. Registration data and certain other information about you are governed by our Privacy Policy.

You represent and warrant that you fulfill all eligibility conditions for entering into a legally binding contract as is prescribed under the laws of the country in which you reside and that if you are registering on behalf of an entity, that you are authorized to enter into, and bind the entity to the TOS and register for the Services, in accordance with the applicable laws. If we change the eligibility criteria to be registered with the Services and you no longer comply with the new eligibility criteria, as determined by us in our sole discretion, you accept that we may close your Account without any liability to us. You are solely responsible for ensuring that this TOS is in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where the provision of these Services is prohibited and, in such circumstances, you agree not to use or access the Services in any way.

Organization Accounts and Finance Managers

When you sign up for an account for your organization you may specify one or more finance managers, who will act as administrators for the organization account ("**Finance Manager(s)**"). The Finance Managers will have the right to configure the Services based on your requirements and manage users in your organization account. If your organization account is created and configured on your behalf by a third party, it is likely that such third party has assumed the Finance Manager role for your organization. It shall be your liability to ensure that you or your organization has entered into a suitable agreement with such third party specifying such party's roles and restrictions as a Finance Manager for your organization account.

You are responsible for i) ensuring confidentiality of your organization account password, ii) appointing competent individuals as Finance Managers, and iii) ensuring that all activities that occur in connection with your organization account comply with this TOS. You understand that we are not responsible for the management of the Services within your organization.

You are responsible for taking necessary steps for ensuring that your organization does not lose control of the Finance Manager accounts. In case of loss of access to the Finance Manager accounts, we will provide control of such Finance Manager accounts to such individuals who provide proof satisfactory to us demonstrating authorization to act on behalf of the organization. Your organization may specify a process to be followed for recovering control of such finance Manager accounts by sending a email to [xx], subject to such process being acceptable to us. You agree not to hold us liable for the consequences of any action taken by us in good faith in this regard.

Primary Contact

You will be the default Finance Manager of the account created by you. If you join the Service based on an invitation received from someone, such person is likely the Finance Manager for your organization account. Such default Finance Manager may designate any number of users as Finance Managers for such **Solo** account or revoke the administrator or approver privileges of any user. There must always be a primary contact (and only one primary contact) for each organization account who should also be a Finance Manager. By default, the first Finance Manager is the primary contact. The default Finance Manager may designate any other Finance Manager as the primary contact. All communications in respect of an organization account will be sent to the primary contact.

General Practices Regarding Use and Storage

You acknowledge that we may, subject to applicable laws, establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on our servers for your use. You agree that we are not responsible or liable for the deletion or failure to store any data or other content maintained or transmitted by the

Service. You acknowledge that we reserve the right to terminate accounts that are inactive or where the subscription has lapsed or remains unpaid for an extended period of time. You further acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

You are solely responsible for any and all activities that occur under your account and ensuring that you exit or log-off from your account at the end of each session of use. Your password is confidential, and you will not communicate it to any third-party individual or website. You will be liable for all actions taken with your password as well as for any loss or liability as a result of such use. We will not be responsible for any unauthorised access to, or alteration of, your transmissions or data, any material, information or data sent or received, regardless of whether the data is actually received by us, or any transactions entered into through the Service or failure to abide by this TOS/ Privacy Policy.

We have the right to disable your use of the Account or any part of it, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this TOS.

If you know or suspect that anyone other than you know or has unauthorized access to your Account Information or any part of it, you must promptly notify us by sending us an e-mail at [xx]. We are not liable for any losses or other consequences of unauthorized use of your account.

V. Third Party Sites and Interactions with Third Parties

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet (“**Third-Party Sites**”). We have no control over Third-Party Sites or other Internet resources. These resources, content and services are provided to you on “as is” basis to facilitate your web browsing and user experience. We do not endorse any Third-Party Sites. We provide these links to you only as a matter of convenience, and in no event will we be responsible for any content, products, or other materials on or available from such Third-Party Sites.

In your use of the Service, you may enter into correspondence with, purchase goods and/or services, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between you and the applicable third party. We will have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party. We reserve the right, but have no obligation, to become involved in any way with disputes between you and any other user of the Service.

Sub-processors i.e. third parties authorised to have logical access to and process User data in order to provide parts of the Services, may process data in order to perform one or more of **Solo’s** specified obligations subject to this TOS and the Privacy Policy. Prior to giving any Sub-processor access to data, we will ensure that such Sub-processor has entered into a written agreement to comply with the applicable laws, including data protection laws. The current Sub-processors being used for the Services are Azure, Amazon Cloud (AWS), Google Cloud, NTT Cloud and Rackspace. We shall notify you or obtain prior consent, as required, if a new Sub-processor is added to the above list.

Integration of third party online services

We may enable various online services, such as social networking sites, to be directly integrated into your user experience. By directly integrating these services into the Service, we make your online experiences richer, and more personalized. To take advantage of these features, we may ask you to register for or log into the services on the websites of their respective providers, where you already have an account. By enabling third party services within the Service, you are allowing us to validate your credentials. To validate these credentials, we may have to pass your log-in information to these service providers, where this information should already exist. Apart from this, we do not share your e-mail or personal information with any third party, except in accordance with our Privacy Policy. For more information about the implications of activating these third party services and our use, storage and disclosure of information related to you and your use of such services (including your friend lists, Users and the like). However, please remember that the manner in which third party services use, store and disclose your information is governed solely by the policies of such third parties, and we will have no liability or responsibility for the privacy practices or other actions of any third-party site or service that may be enabled within the Service, by your choice.

In addition, we are not responsible for the accuracy, availability or reliability of any information, content, goods, data, opinions, advice or statements made available in connection with third party services. As such, we are not liable for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such third-party service. We enable these features merely as a convenience and the inclusion of such features does not imply an endorsement or recommendation.

Posting and Sharing Content

You may post and share Your Content through the Service. When posting your content, it is your responsibility to clearly and truly identify its nature to ensure its classification in the proper category. This is necessary for the respectful and efficient operation of the Service and in order to protect other users by identifying content that may be inappropriate or confidential. You acknowledge that you may be exposed to content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against us, in relation thereto.

Special Notice for International Use; Export Controls

Software available in connection with the Service and the transmission of applicable data, if any, maybe subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

VI. Use and Conduct

You acknowledge that creating or submitting or sharing your Content may give rise to various types of legal liabilities and you represent that your Content (whether or not you are the author of such content) complies at all times (both when first submitted and throughout its accessibility on the Service) with the TOS and all applicable laws. You understand that we do not pre-screen Content and are not liable for the content (including Content) transmitted by users.

Conduct of Users

You are solely responsible for Content that you upload, post, publish or display (hereinafter, "transmit") or email or otherwise transmit or use via the Service. The following are examples of the kind of content and/or use that is illegal or prohibited by **Solo**. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this provision, including without limitation, removing the offending content from the Service, suspending or terminating the account of such violators and reporting you to the law enforcement authorities. As a condition for accessing and using the Service, you agree not to use the Service to:

- Transmit any content that (a) is unlawful, obscene, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, or hateful or that contains objects or symbols of hate, invades the privacy of any third party, or is otherwise objectionable; (b) poses or creates a privacy or security risk to any person; (c) constitutes any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", "contents", "sweepstakes" or any other form of solicitation;
- Harass any other user of the Service or impersonate another person or entity by any means including by using her/his email address and password, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Violate any applicable local, state, national or international law, or any regulations having the force of law;
- Transmit or make available any content that you do not have the lawful right to transmit (including any content that would violate any confidentiality or fiduciary obligations you might have), that would infringe the intellectual or proprietary rights of any third party (including, but not limited to, copyright, trademark, service mark or patent rights), or that would violate the right of privacy or publicity of any public or non-public persons;
- Engage in any conduct or transmit any content that would interrupt, destroy, limit or more generally harm the Site and/or the Service or enable you to gain unauthorized access to the Site, including by using viruses, malicious computer code, programs or files;
- Reproduce, copy, sell, or commercially use (including the right to access) in whole or in part, the Service;

- Solicit personal information from anyone under the age of 18;
- Harvest or collect email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- Further or promote any criminal activity or enterprise or provide instructional information about illegal activities; or
- Obtain or attempt to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service.

In case of any violation of the above, we reserve the right to cancel or rename your account and/or to block you from accessing the Service as well as to disclose any information as necessary to satisfy any law, regulation or governmental request, at its sole discretion. We also reserve the right to block the distribution of Content through the Service.

Usage Limits

We may prescribe usage limits based on the features or subscription plan opted by you. If your usage of the Services exceeds the prescribed usage limit, we reserve the right to restrict your usage.

Termination of Account

You may terminate your account at any time. In the case of violation of the TOS, we reserve the right to limit your access to the Service or terminate your account. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. You agree that any termination of your access to the Service under any provision of this TOS may be affected without prior notice. You understand and accept that we will not be held liable for the cancellation of your account.

VII. Service Levels

We will use reasonable care, skill and diligence in providing the Service and shall provide the Service in compliance and accordance with all applicable laws and regulations. We will provide at least 98.5% "Service Uptime" during normal business hours, however we are not liable for lesser service uptime, that may be caused due to scheduled maintenance, events out of our control/ caused by force majeure or such other reason (clause 20 of this Agreement). The User is responsible for its own ability to access the Internet. Maintenance of the Service or other maintenance activities will be undertaken during business hours and after issuing intimation, to cause minimum inconvenience.

Solo will make data backups and provide storage for three weeks of such backups and User Data stored by the operation of the Service. We will provide technical support services and would urge that we be contacted only by designated representatives from your end. Issues reported to our helpdesk, through voice-mail, email, and web form-based incident reports, will be allocated a unique identification number, and will be responded to within the periods specified below, according to priority.

Priority	Description	Target First Time Response	Target Resolution Time
Priority 0	The system is inoperable or incapable of fulfilling its function. For example; user cannot login, user cannot submit or approve claims, payments cannot be made. P0 incidents must be reported by phone only	Within 2 business hours	Within 8 business hours: there will be a continuous effort after initial response to resolve the problem
Priority 1	A high impact issue that causes critical functions to be inoperable so as to	Within 4 business hours	Within 2 business days after initial response.

	severely degrade operation of the system. P1 incidents must be reported by phone only.		Business days = Monday to Friday
Priority 2	A medium impact issue that causes some non-critical functions to be inoperable	Within 2 business days	Within 5 business days Business days = Monday to Friday
Priority 3	A low impact issue that does not prevent Users submitting or approving claims.	Within 3 business days	Next available scheduled maintenance window

If no progress has been made in the time specified above, the incident will be escalated in writing to the Manager of the Technical Services.

Exclusions: We will be under no obligation to provide support or achieve the Service Uptime to the extent attributable to:

- Use of the Software other than in accordance with this TOS;
- Configuration of the Software not carried out in accordance with procedures specified from time to time/ or by a non-authorized entity;
- Use of the Software other than with the browsers/ operating systems and appropriate hardware and network infrastructure approved;
- Failure by the User to implement recommendations or instructions for use of the Software by **Solo**, once or continually;
- Defects or errors in the Software resulting from any unauthorized modifications or attempted modifications or unauthorized use of the Software or Service;
- Any fault in the User's equipment or operating environment used in conjunction with the Service;
- Input errors or omissions by the User including inaccurate, incomplete or corrupt input of User Data;
- Defects or errors caused by the use of the Service on a platform other than that specified by **Solo**.

VIII. Charges and Payment

Signing up for an account with the Service is free and provides the User access to the Free Tier. If you are a paid User, you agree to pay all per-use subscription fees or fees associated with your usage, as appropriate ("Subscription Fees"). All subscriptions paid through third parties are subject to the third party's Terms and Conditions of Use, and we will not be responsible for anything contained therein. You are responsible for payment of any sales or use taxes associated with the Subscription Fees or your use of our services.

All payment obligations are non-cancellable and all amounts paid are non-refundable. The User may add and activate additional Users, which will be subject to the following:

- Added Users will be coterminous with the pre-existing license term;
- Users added in the middle of a billing month will be charged in full for that billing month.

All pricing terms are confidential, and the User agrees not to disclose them to any third party.

If you default in making timely payment for the Service, your organization account will be promptly downgraded to the then applicable Free Tier. The User agrees to provide us with current billing and contact information and undertakes to

update the same, in case of any changes. We reserve the right to suspend the Service and to impose a reconnection fee if the User's account is delinquent for 90 days or more and delete all connected data.

The User agrees to pay a late payment charge at the rate of 1.5% per month on all invoice amounts, unless a bona fide dispute is notified within 60 days to us. The interest shall be levied from the due date until payment is made.

We reserve the right to modify its fees and charges with 60 days prior notice to the User, which notice may be provided by e-mail. Any increase which is equal to the Consumer Price Index as published by the Office of National Statistics, Government of UK or 3%, whichever is higher, will not require any intimation and will be added automatically. All Charges payable under these Terms shall be exclusive of Value Added Tax or other Government imposed taxes (if any) that shall be paid by the User at the rate and in the manner prescribed by law.

IX. Promotional / Marketing Campaigns

From time to time we may offer periodic contests/marketing campaigns on or through one or more of the Services (each, a "Contest"). Sometimes **Solo** will sponsor and administer these Contests and other times a third party will sponsor the Contest (each a "Partner Sponsor"). Each such Contest will be subject to and governed by this TOS, and the terms of the contest as may be specified at that instance.

X. Proprietary Rights

Access to the Site

Any reproduction, display, publication, transmission or, more generally, any unauthorized use of the Service may trigger your liability and result in criminal or civil legal action. You agree not to access the Service by any means other than those made available to you by **Solo**. You acknowledge and agree that the Service may contain content ("Service Content") that is protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. Any use of the Site or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith is the property of **Solo**, our affiliates and our partners. You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by **Solo**. The use of the content of other users of the Service may only be done in compliance with the authorization or license granted by the respective rights holders.

Intellectual Property

The Service is protected by intellectual property laws and international conventions. The Service structure and the Service Content may be protected by copyright or other intellectual property rights. No material from the Service may be modified, copied, reproduced, re-published, uploaded, posted, broadcasted, publicly performed, transmitted, re-transmitted or distributed in any way, except as expressly permitted through the Service. Any such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights of **Solo**, as applicable, or, in the case of material licensed to **Solo**, the owner of such materials. You agree not to delete, change or modify in any way the copyright notices or trademarks contained on the Service. Use of prints, images or screen captures from the Service is limited to your personal non-commercial use; any other use or communication is prohibited without our prior written consent.

Trademarks

The '**Solo Expenses**' trademark and logo and all other trademarks are owned by Expense On Demand Limited (the "**Solo Expenses Trademarks**"). The 'Expense On Demand' trademark and logo and all other related trademarks are owned by Expense On Demand Limited (the "**Expense on Demand Trademarks**"). You agree not to use the Trademarks without our written consent. Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected

to us. Nothing in this TOS or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks displayed on the Service, without our prior written permission in each instance. All goodwill generated from the use of **Solo Expenses** and/ or Expense on Demand Trademarks will inure to our exclusive benefit.

Intellectual Property of Others

Under no circumstances will we be liable in any way for any content posted by third parties or at the direction of users, including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise transmitted via the Service. You acknowledge that we do not pre-screen content, but reserve the right (but not the obligation) in our sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, we have the right to remove any content that violates this TOS or is deemed in our sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

Content Transmitted Through the Service

You are solely responsible for the content and other materials you post on or through the Service or transmit to or share with other users or recipients, including Content.

We respect your right to ownership of Content created or stored by you. You own the Content created or stored by you. However, by transmitting any Content you hereby grant and will grant us, as may be applicable, and our affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sub-licenseable (through multiple tiers), perpetual, irrevocable license to reproduce, copy, create derivative works of, display, transmit, perform, distribute, cache, store, resell, market, promote, modify and otherwise fully use and exploit your Content in any way (including but not limited to for redistributing part or all of the Service and or derivative works thereof in any format or channel, for commercial purposes or otherwise), in any form, medium or technology now known or later developed, without compensation or acknowledgement to you. You hereby waive any claims you may have based on any usage of Content or the works derived therefrom including but not limited to claims for invasion of privacy, publicity or libel. To the extent allowed by law, any license you grant us hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be referred to as "moral rights," "artist's rights," "droit moral," or the like. Furthermore, you agree that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world, and without any further compensation, we may use your image in connection with your Content. To the extent any of the foregoing is ineffective under applicable law, you hereby provide all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible. If any other person appears in your Content, you represent and warrant that you have obtained the foregoing ratifications, consents and authorizations from such person for our benefit.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service ("Submissions"), provided by you are non-confidential and we will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

XI. Privacy Policy

Solo respect your privacy and that of others. We encourage you to read our Privacy Policy, available below the login.

XII. Indemnification

You agree to release, indemnify and hold **Solo** and its parents, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents, harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs), rights and actions of any kind and injury arising out of or in connection with your use of the Service (including Your Content), your violation of the rights of another or breach of this TOS. If you are

resident of a country, where any law contains a provision, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.", you waive any comparable statute or doctrine.

XIII. Disclaimer of Warranties

Notwithstanding any other provision of this TOS, we do not warrant that use of the Services will meet the User's data processing requirements nor that the operation of the Service will be uninterrupted or error-free.

Solo accepts no liability concerning the use or non-use of any data reports or information provided or available to the User within the Service. Such data reports or information may need further expert or specialist advice or configuration or interpretation to be obtained by the User before they can be fully or partly understood or assessed or use made of or reliance placed on them. All data reports or information provided or available to the User as part of or in connection with the Service is for the User's own exclusive internal use.

Solo does not accept any obligation or liability to any third party or generally and the parties do not intend that this TOS will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to them.

Solo makes no representation, warranty, or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content and does not represent or warrant that:

- The use of the service will be timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data,
- The service will meet your requirements or expectations,
- The quality of any content, products, services, information, or other material purchased or obtained by you through the service will meet your requirements or expectations,
- Errors or defects will be corrected,
- The software, service or the server(s) that make the service available are free of viruses or other harmful components. the service and all content is provided to you strictly on an "as is" basis.

All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, title, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed by us to the maximum extent permitted by applicable law.

XIV. Limitation of Liability

Viruses

You will be responsible for introduction of any viruses, trojans, worms, logic bombs or other material, which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Services, the server on any other technology connected to it. You must not attack the Service via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence as defined under your specific applicable law. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Service will cease immediately.

We 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 your computer equipment, computer programs, data or other proprietary material due to your use of the App or your downloading of any Content on it, or on any App linked to it. You should use your own virus protection software. We cannot and do not guarantee or warrant that files available for downloading from the Service will be free of infection by viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties.

General terms of limitation

You understand that you are accessing and using the Service at your own risk. We will not be held liable for your reliance on any information or data you may have accessed, directly or indirectly, through the Service, nor for your accessing or downloading of any content, material, program, or file through the Service. We will not be held liable for any loss of data or for any damage to your computer system or any other device used to access the Service.

The service may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. We are not responsible and shall have no liability of any kind for any delays, delivery failures or other damage or loss resulting in any way from such use. In any event our cumulative liability under these terms or any transaction contemplated hereunder or for any data report or information or service provided to the User or any defect or failure therein or arising from any court of competent jurisdiction holding any of the above warranties or disclaimers or limitations of liability invalid, including any cause of action in contract, tort or strict liability, shall be limited to the amount of fees paid by you to us under these terms during the 12 months prior to such event. Our limitation of liability is cumulative with all our expenditures to address liability being aggregated to determine satisfaction of the limit. The User releases us from all obligations, liabilities, claims or demands in excess of the limitation. The parties acknowledge that other parts of these terms rely upon the inclusion of this section and the resulting allocation of risks

You expressly understand and agree that we will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including but not limited to, damages for loss of goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise.

Both parties acknowledge and agree that this TOS does not operate by way of penalty and constitutes only a genuine attempt to pre-estimate loss to the User.

Additional rights

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

XV. Miscellaneous

Confidential data and protection of data will be treated as per the Privacy Policy, which is incorporated herein by reference.

API Terms

We provide an API that allows integration with other enterprise software such as Tally®, SAP®, Quickbooks® among others (“**Third-Party Software**”). You acknowledge that seamless use of the Service is possible only if the API has been properly configured and integrated with Third-Party Software. We will not be liable for any loss of data, errors or bugs that may arise in your use of the Service due to errors or defects in integration of the API. You agree that we will not be liable for the consequences of accessing or using any unexposed functionality of the API.

We may in our sole discretion, cease providing the current version of the API in lieu of a new or upgraded version or a discontinuation of the said API. We will make commercially reasonable efforts to provide support to such deprecated version of the API. You acknowledge that we will have no liability to provide any new features in such deprecated versions of the API. We may discontinue all support to such deprecated version of the API if (i) the deprecated version of the API presents a significant security risk in our opinion; (ii) if we are compelled to so by legal or commercial reasons; (iii) you have breached this TOS.

Human Data Verification

We may augment or verify data obtained through OCR or like software, by human verification. Such verification may be carried out by our authorized personnel in India, UK, Philippines, Vietnam and the US. You acknowledge that such human verification is necessary for maintaining proper quality standards in the Service.

Beta Features

We may provide certain features as closed or open beta features (“Beta Features”). Any use of Beta Features will be solely at your own risk and may be subject to additional requirements as specified by us. We will not be obligated to provide support for Beta Features, and we may cease providing Beta Features as part of the Service. We may use and disclose any data derived from your use of a Beta Feature for any purpose as long as we do not disclose results to third parties in such a manner as would identify or reasonably be expected to identify you or any Users without your prior written consent. You may not disclose any information from Beta Features or the terms or existence of any non-public Beta Features.

Testing

Without prejudice to any right of audit or access granted to the User, the User shall not be entitled, at any time and in any event without giving notice to us, as applicable, to carry out tests (including penetration tests) on the Service or Software system environment.

Upon request from the User, we may provide authorisation to perform security related tests. Any such tests shall be on a replica of the live system and any reasonable costs incurred by us in making available a suitable test environment, shall be paid by the User. Any such tests shall be designed and implemented so as to be non-invasive, minimise the impact on the delivery of the services and for the avoidance of doubt shall not be designed to provoke a denial of service. Full details of any proposed tests must be provided to **Solo** at the time of seeking permission to undertake any such tests. In the event of any security vulnerability or weakness being suspected, the User or its representatives shall not exploit it in any way. If such tests impact adversely on its ability to deliver the Service, we shall be granted relief against any resultant under-performance for the period of the tests. The User will notify us of the results of such tests after completion of each such test.

Electronic Agreement

The User acknowledges and agrees that by accessing, using or receiving the Service and by making electronic transmissions to us in connection with this TOS and any other licence conditions attaching from time to time to the use of the Service, are legally binding upon it whether or not an authorised employee, agent or contractor of the User clicked on any button or such similar links as may be designated by us to accept this TOS or download the service. The User accepts the use of electronic signatures, contracts, orders and other records and to electronic delivery of notices, contractual terms, records of transactions and other data initiated or completed through the services and hereby waives any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

Notices

Unless otherwise specified in this TOS, any notice request instruction or other document to be given hereunder shall be delivered by hand or sent by first class or registered or certified post or by facsimile or email to the address of a party notified to the other party for such purposes (or if there is no such address the last known address of a party) and any such notice request instruction or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by facsimile or email) upon the completion of transmission.

Arbitration

All disputes, claims, or controversies arising out of or relating to the TOS or the Service that are not resolved by mutual agreement may be resolved by binding arbitration to be conducted under English Law. Unless otherwise agreed by the parties, arbitration will be held in London, United Kingdom before a single arbitrator mutually agreed upon by the parties, or if the parties cannot mutually agree, a single arbitrator appointed by English Law, and will be conducted in accordance with the rules and regulations promulgated by the laws of England unless specifically modified in the TOS. The arbitration must commence within forty-five (45) days of the date on which a written demand for arbitration is filed by either party. The arbitrator's decision and award will be made and delivered within sixty (60) days of the conclusion

of the arbitration and within six (6) months of the selection of the arbitrator. The arbitrator will not have the power to award damages in excess of the limitation on actual compensatory, direct damages set forth in the TOS and may not multiply actual damages or award punitive damages or any other damages that are specifically excluded under the TOS, and each party hereby irrevocably waives any claim to such damages. The arbitrator may, in his or her discretion, assess costs and expenses (including the reasonable legal fees and expenses of the prevailing part) against any party to a proceeding. Any party refusing to comply with an order of the arbitrators will be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. The provisions of this arbitration section will be enforceable in any court of competent jurisdiction, with primacy conferred upon the courts in England.

Re-sell: There will opportunities for users to invite other participants to **Solo**. Any re-seller commission to be paid, will be displayed within the application, and paid according to the terms listed there. **Solo** has the sole discretion to change the terms, which may include increase or decrease the commission to be paid.

General

This TOS will be governed by English law, without regard to the choice or conflicts of law provisions of any jurisdiction. You will bring all disputes, actions, claims, or causes of action related to this TOS or in connection with the Service only in the courts located in London, United Kingdom. If any provision of this TOS is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and us as a result of this agreement or use of the Service. Our failure to enforce any right or provision in this TOS will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. We have the right to assign any or all our rights and obligations under this TOS at any time. This TOS comprises the entire agreement between us and you, the User, and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

Contact Us

If you have any queries or need any clarifications regarding this TOS, please contact us via the website.