



Terms & Conditions

This agreement (the "Agreement") is entered into by and between you and WeSplit.it LLP. By using WeSplit.it, you are entering into this Agreement with WeSplit.it LLP and indicating that you agree to be bound by these terms and conditions. If you do not agree with these terms and conditions, please do not use the Service. Contact us at legal@wesplit.it if you have any questions and/or comments.

Description of Service

WeSplit.it (the "Service") is a free service from WeSplit.it LLP (the "Company") that offers a unique way to track and report accumulated IOUs, payments and shared bills between people over time in a variety of ways. You understand and agree that the Service is provided on an AS IS and AS AVAILABLE basis. The Company disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service. The Company also disclaims all responsibility and liability for any and all payments that you are responsible for, to other users, people, companies, organizations or any other third-parties. The Company also reserves the right to modify, suspend or discontinue the Service with or without notice at any time and without any liability to you.

Non-binding Debts

The Service allows users to report and track informal debts. These debts, as reported between users, are not legally binding. Furthermore, it is understood that a debt can be reported without all involved parties explicitly agreeing that such a debt is accurate or warranted. You affirm that the Service is not a financial institution, but is instead akin to a bulletin board whose accuracy and utility are determined on an individual basis by its users. You agree that the Service cannot guarantee the accuracy and validity of information entered by its users.

Acceptable Use

You agree that you will use the Service in compliance with all applicable local, state, national, and international laws, rules and regulations. You shall not, shall not agree to, and shall not authorize or encourage any third

party to: (a) use the Service to harass other users; (b) prevent others from using the Service; (c) use the Service for any fraudulent, malicious or inappropriate purpose. Any violation of the above may result in immediate termination of this Agreement, and may subject you to criminal penalties and other legal consequences. The Company reserves the right, but shall have no obligation, to investigate your use of the Service in order to determine whether a violation of the Agreement has occurred or to comply with any applicable law, regulation, legal process or governmental request.

You agree not to use the Service:

- to send any unsolicited commercial communications (spam).
- to send, receive, upload, download, use or re-use any information or material which is offensive, abusive, indecent, defamatory, pornographic, obscene, liable to incite racial hatred, discriminatory, inflammatory, threatening or menacing, or in breach of confidence, copyright, privacy or any other rights.
- to cause annoyance, inconvenience or needless anxiety to any person.
- to use any mechanism, device, software, script or routine to affect the proper functioning of any computer system or network, or to take any action that places an unreasonable burden or excessive load or infects any computer system or network with any computer programming routine (e.g., any virus, worm, time bomb, cancelbot or trojan horse) that may damage, interfere with, delay, intercept or expropriate any system, data or personal information.
- for purposes of or relating to money laundering.
- for any fraudulent purpose, or in connection with a criminal offence or other unlawful activity.
- in any way which could interfere with the provision of the Service to any other user.

Personal Use

The Service is made available to you for your personal use only. You must provide current, accurate identification, contact, and other information that may be required as part of the registration process and/or continued use of the Service. You are responsible for maintaining the confidentiality of your Service password and account, and are responsible for all activities that occur thereunder. You may only display the content of the Service for your own personal use (i.e., non-commercial use) and may not otherwise copy, reproduce, alter, modify, create derivative works, or publicly display any content, without the prior written permission of the Company.

Fees

Our fees for the use of the Service will be applicable when a user, ("The Payer"), decides to make a payment to a third-party based on amounts calculated by the Service. The Payer is responsible for ensuring that they are happy with such fees before proceeding with the transaction. Our fees are non-refundable and the Company has a right to change the transaction fee at any time it deems appropriate.

The transaction undertaken by the Payer is processed by Paypal. Paypal are solely responsible for the security of the transaction and the delivery of the payment. In case of any issues arise concerning the delivery of payment or the security of transactions, it is the responsibility of the Payer to resolve this issue in conjunction with Paypal.

It is the sole responsibility of the Payer to make sure the payment is being made to the correct third-party. If in case payment is made to the wrong third-party, the Company is indemnified from any liabilities and is not responsible to make any kind of compensation to the Payer or the third-party in question. In case the Payer makes an overpayment or an underpayment to the respective third-party, it is then again the sole responsibility of the Payer to resolve this issue and the Company is indemnified from any liabilities and is not responsible to make any kind of compensation to the Payer or the third-party in question.

Children's Online Privacy

Due to the Children's Online Privacy Protection Act of 1998 (USA), you must be at least thirteen (13) years of age to use this Service.

User Representations and Warranties

You represent and warrant that (a) all of the information provided by you to participate in the Service is correct and current; (b) all of the information provided by you about debts and credits between you and other members of the Service is correct and current; (c) you have all necessary right, power and authority to enter into this Agreement and to perform the acts required of you hereunder.

Refusal of Service; Termination; Suspension

The Company reserves the right in its sole discretion to refuse, suspend, or terminate the Service to anyone at any time without notice for any reason.

Privacy

As a condition to using the Service, you agree to the terms of the WeSplit.it Privacy Policy as it may be updated from time to time. We understand that privacy is important to you. You do, however, agree that the Company may monitor, edit or disclose your personal information, including the content of your emails, if required to do so in order to comply with any valid legal process or governmental request (such as a search warrant, subpoena, statute, or court order), or as otherwise provided in these Terms and Conditions, and the WeSplit.it Privacy Policy. Personal information collected by the Company may be stored and processed in the United

Kingdom or any other country in which the Company or its agents maintain facilities that comply with the Data Protection Act of 1998 (UK). By using the Service, you consent to any such transfer of information outside of your country.

Warranty

The Company does not represent that the Service is reliable, accurate, complete, or otherwise valid. The Service is provided "AS IS" with NO WARRANTY of any kind and you use the Service at YOUR OWN RISK. The Company expressly disclaims any warranty, expressed or implied, regarding the Service, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement. The Company is not responsible or liable for any loss of data that was stored/saved by using the Service or otherwise.

Damages

Under no circumstances will the Company be liable to you for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with use of the Service whether or not you have been advised of the possibility of such damages. Under no circumstances shall the Company be liable to you for any amount for services rendered pursuant to this agreement.

Indemnification

You agree to hold harmless and indemnify the Company, and its employees, agents and representatives, from and against any third party claim arising from or in any way related to your use of the Service, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

Liability

To the maximum extent permitted by applicable law, you hereby release, and waive all claims against the Company and its employees and agents from any and all liability for claims, damages (actual and consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising out of or in any way connected with use of the Service.

Modifications to the Agreement

The Company shall have the right to modify the terms of this Agreement at any time. The new agreement shall be effective immediately.

Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remaining provisions shall be enforced.

Exercise

The failure of the Company to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision.

Choice of Law; Jurisdiction

This agreement shall be interpreted in accordance with the laws of the United Kingdom.

Entire Agreement

This Agreement constitutes the entire agreement between the Company and you with respect to the subject matter hereof.

Version 2.0
12th April, 2012

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