

Terms of Service

The following terms of service constitute a binding legal agreement (the "Agreement") between You and WhatsTools. (hereinafter referred to as "WhatsTools" / "we"/ "us"), (which expression shall include its successors and assigns), setting forth the terms and conditions ("Terms") under which the WhatsTools application (the "Application") and any related services (collectively "Services") will be licensed to You by WhatsTools. By accessing, downloading, installing the Application, and using the Services, You represent to WhatsTools that You are competent to enter into a contract (i.e. You a major according to applicable law, of sound mind and not disqualified from entering into a contract under the applicable law) and You have read this Agreement, understand it and agree to be bound by its Terms. Please review the Agreement carefully before accessing, downloading and installation.

1. The Application: WhatsTools File sharing Service

The Services are currently made available to You by WhatsTools free of any charge. The Application is a P2P file sharing service that allows users to send files via whatsTools, share Media Up to 1GB, i. WhatsTools reserve the right to suspend or withdraw this Application, at any time, without notice. More information about the Application is available on WhatsTools's website.

You acknowledge and agree that you will have to provide WhatsTools Your Google Drive Access to store your sent docs and medias.by authorising whats tools access your google drive, you allow the application to manage and manipulate the files that you have been created using this app this will not allow this application to read other files that have been store in your google drive. To ensure a better user experience and quality. may also at times, sented item's address will show your whatstools app history. When a non-WhatsTools user receives a File sent from WhatsTools, the incoming reply will show the non-WhatsTools users as in a new web browser with the download link with a recommendation of download option for WhatsTools. By using the Services, you have given us permission to send your files link via every instant message application which you have already in your phone. WhatsTools shall not be liable for Your losses caused by any unauthorized use of Your account, You shall be liable for the losses of WhatsTools or others due to any such unauthorized use.

2. Application Stores

The Application can also be downloaded from third party application stores including Google Play. You agree to comply with all third party terms and conditions & privacy policy, if any, applicable to the use of the Application or related services. WhatsTools shall not be responsible for violation and infringement of any third party right, terms and conditions in connection with access, download or installation of the Application by You.

3. License

Subject to the Terms and compliance of the Terms hereof WhatsTools shall grant You a license to use the Services provided that (a) You shall use the Application solely for Your personal and lawful use only; (b) You will not, nor allow third parties on Your behalf (i) to resell or charge others for use of the Application (ii) to duplicate, disassemble, decompile, transfer, exchange or translate the Application, create derivative works of the Application of any kind whatsoever or attempt to reverse engineer, alter or modify any part of the Application; and (c) You warrant to otherwise comply with the terms and conditions of this Agreement (the "License").

For avoidance of any doubt this License is personal, nonexclusive, nontransferable, non-sub licensable, revocable and a limited license to download and use the Application on a mobile device that You own or control.

4. Privacy Policy

This Agreement is deemed to incorporate the Privacy Policy posted on the Site www.WhatsTools.com/terms and [accessible/embedded](http://www.WhatsTools.com/accessible/embedded) in the Application.

5. Code of Conduct

You represent and warrant that: (i) You have the authority and capacity to enter and bind Yourself to this Agreement; (ii) Your use of the Application or the site will be solely for purposes that are permitted by this Agreement; (iii) and this will not violate any contractual obligations of google drive and further that (v) You will not misuse the Application and/ or the site and acknowledge and understand that "misuse" includes, but is not limited to using the Application and/ or the site in any manner that (a) violates any copyright, trademark, patent or any intellectual property right, discloses a trade secret or confidential information in violation of a confidentiality or non-disclosure agreement; (b) unsolicited advertising and messages, promotional materials, junk mail, spam etc; (c) publishes falsehoods or misrepresentations that could damage WhatsTools or any third party; (d) is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner; (e) harms minors in any way; (f) violates any law for the time being in force (g) deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature; (h) amounts to unsolicited advertising and messages, promotional materials, junk mail, spam etc; (i) is fraudulent, unlawful or contains or promotes defamatory or illegal information and activities, images, materials or descriptions; (j) send or store material or files containing software viruses, worms, or other harmful computer code, files, scripts or programs; (k) attempt unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network, (l) unauthorized attempt to monitor data or traffic on any network or system without express authorization of the owner of

the system or network, (m) interferes with service to any user, host or network including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks, (n) probes for means of gaining unauthorized access to computers or networks, (o) restricts or inhibit any other person from using this Application and or Site; (p) 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 cognisable offence or prevents investigation of any offence or is insulting to any other nation; and (vi) You will not impersonate any person or entity, or falsely state or otherwise misrepresent Yourself, Your age or Your affiliation with any person or entity;

WhatsTools provides certain file sending option(word,pdf,docs,zip,rar,ppt) to its users. The use of such features is purely discretionary. You hereby acknowledge and agree that (i) You are solely responsible for the sent files used by You; (ii) WhatsTools does and cannot review the usage of Files by individual users and that WhatsTools is under no duty to monitor the usage of the files by its users. WhatsTools, hereby excludes, to the fullest extent permitted by law, any and all liability which may arise due to the usage of these above mentioned features by You, including but not limited to any claims relating to publication/sending of defamatory, pornographic, obscene or offensive material.

By using the App, you irrevocably waive the right to assert any claim with respect to any of the foregoing, and any other claim related to your use of the Application, against WhatsTools or any of its affiliates, successors, assigns, employees, agents, directors, officers or shareholders.

6. Contents

(a) You shall be solely responsible for all contents that You upload, transmit, share or display through the Application or the Site, (collectively the "Contents") including but not limited to any photos, , files, information, text, video, music. WhatsTools does not guarantee as to the validity, accuracy or legal status or confidentiality with respect to any Contents and You shall be solely responsible and assume all risks for any consequences of uploading, posting, transfer or disclosure of the Contents. You hereby confirm and warrant that the Contents do not violate the representation and warranties provided in Clause 4 above. You further agree that Content you transmit over the Application will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to use or transmit the material and to grant WhatsTools all of the license rights granted herein.

You understand and agree that WhatsTools may review the Application and the Site and may delete or remove (without notice) any Content in its sole discretion, for any reason or no reason including any Content that in the sole judgment of WhatsTools violates the Terms of this Agreement. When You post Your Content vide the Application or related services, You grant, and You represent and warrant that You have the right to

grant, to WhatsTools, a worldwide, non- exclusive, royalty-free, irrevocable, sub-licensable and transferable license to use, copy, reformat, translate, prepare derivative works, display, excerpts and distribute such Content for or in connection with the use of the Application or Site. WhatsTools does not assert any ownership over the Contents and subject to the rights granted to WhatsTools in this Agreement, You retain full ownership of all of Your Contents and proprietary rights associated with the Contents.

Upon termination of the Application (i.e. deletion of the WhatsTools account) from Your mobile device, WhatsTools shall delete all Your Contents from you phone but the google drive and servers within a maximum of expiry days, except to the extent required to be retained by applicable Law. WhatsTools reserves the right to send You periodic communications for the purpose of sharing new updates with You. For the avoidance of doubt, it is clarified that once you deleted your whatTools account from you phone the content you shared with google drive it will be save in your google drive still its expiry.

7. Modifications to the Application

whatsTools reserves the right at any time and from time to time to interrupt, restrict (without cause and without notice to You), modify or discontinue, temporarily or permanently, the Site, Application (or any part thereof) with or without any notice. You agree that WhatsTools shall not be liable to You or to any third party for any modification, suspension or discontinuance of the Application or the Site.

8. Ownership

You acknowledge and agree that the Application, the Site and all trademarks, service marks and trade names and other intellectual property rights associated therewith are, and shall remain, the property of WhatsTools and its licensors, as applicable. All content related to WhatsTools groups and business activities included on the Site and embedded in the Application, including any text, graphics, logos, button icons, images, audio clips and software, is the exclusive property of WhatsTools or its licensors and is protected by applicable legislation concerning protection and preservation of intellectual property rights and applicable international treaties governing intellectual property. The compilation (meaning the collection, arrangement and assembly) of all content on the Site and Application is also the exclusive property of the WhatsTools and is protected by applicable laws as stated above. All software used on the Site and the Application is the property of WhatsTools or its software suppliers and protected by Indian and international copyright laws. Any use except as specifically permitted, including the reproduction, modification, distribution, transmission, republication, display or performance, of the content on the Site and the Application is strictly prohibited except as otherwise permitted by law. All WhatsTools graphics, logos and service names are trademarks of the WhatsTools or its affiliates. WhatsTools's trademarks may not be used in connection with any product or service that is not WhatsTools's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits WhatsTools. WhatsTools s trademarks may not be used in connection with

any product or service except as authorised by WhatsTools in writing. The logos and trademarks of third parties provided in the invite section belong to respective brands. WhatsTools has no connection whatsoever with WhatsApp, Facebook and Twitter, respectively.

9. Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE APPLICATION IS AT YOUR SOLE RISK AND DISCRETION.

The user BEAR THE RISK OF USING IT. WhatsTools, ON BEHALF OF ITSELF, NOKIA, MICROSOFT, ALL WIRELESS CARRIERS OVER WHOSE NETWORK THE APPLICATION IS DISTRIBUTED, AND EACH OF OUR RESPECTIVE AFFILIATES, AND SUPPLIERS (“DISTRIBUTORS”), GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS UNDER OR IN RELATION TO THE APPLICATION. YOU MAY HAVE ADDITIONAL CONSUMER RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, DISTRIBUTORS EXCLUDE ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT.

LIMITATION ON AND EXCLUSION OF REMEDIES AND DAMAGES. TO THE EXTENT NOT PROHIBITED BY LAW, YOU CAN RECOVER FROM WhatsTools ONLY DIRECT DAMAGES UP TO THE AMOUNT YOU PAID FOR THE APPLICATION. YOU AGREE NOT TO SEEK TO RECOVER ANY OTHER DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES FROM ANY DISTRIBUTOR.

WhatsTools MAKES NO WARRANTY AGAINST INTERFERENCE OF YOUR ENJOYMENT OF THE APPLICATION AND RELATED SERVICES; FOR LOSSES OR DAMAGES INCLUDING ANY PERSONAL INJURY ARISING FROM OR IN ANY WAY RELATED TO YOUR ACCESS OR USE OF THE APPLICATION, USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE APPLICATION OR FOLLOWING A FAILURE, SUSPENSION OR WITHDRAWAL OF ALL OR PART OF THE APPLICATION AT ANY TIME; ANY BUGS, VIRUSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR APPLICATION OR RELATED SERVICES, THAT THE APPLICATION WILL BE FUNCTIONAL, UNINTERRUPTED, ERROR-FREE OR BUG-FREE OR MEET YOUR REQUIREMENTS; REGARDING THE SECURITY, RELIABILITY OR TIMELINESS OF THE APPLICATION; THAT ANY ERRORS, BUGS OR FAILURES IN THE APPLICATION WILL BE CORRECTED. ACCORDINGLY, YOU EXPRESSLY AGREE THAT USE OF APPLICATION AND RELATED SERVICES IS PURELY VOLUNTARY ON YOUR PART, AT YOUR OWN RISK AND THEREFORE AGREE TO BEAR ANY AND ALL RISK WHATSOEVER AND/OR HOWSOEVER CAUSED. ANY CONTENT

OR MATERIAL DOWNLOADED THROUGH YOUR USE OF THE APPLICATION IS AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA OCCURRING ON YOUR DEVICE OR ANY OTHER LOSS OR DAMAGES OF ANY KIND RESULTING FROM THE DOWNLOAD AND USE OF THE APPLICATION. NO ADVICE, COURSE OF CONDUCT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WhatsTools OR ANY PARTY OR THROUGH THE APPLICATION SHALL CREATE ANY WARRANTY UNLESS EXPRESSLY STATED IN THIS AGREEMENT. WHILST WhatsTools SHALL UNDERTAKE ALL REASONABLE EFFORTS AND DUE DILIGENCE TO ENSURE SECURITY AND INTEGRITY, WhatsTools SHALL, IN PARTICULAR, NOT BE LIABLE FOR THE FOLLOWING: DELAY OR ERRORS IN TRANSMISSION AND/OR STORAGE OF INFORMATION TO OR THROUGH WhatsTools THAT MIGHT OCCUR FROM TIME TO TIME; INTRUSION, DISTORTION, LOSS OR FORGERY OF DATA, ETC DUE TO ACT OF ANY THIRD PARTY, FAILURE OF ANY SOFTWARE AND/OR HARDWARE OR TELECOMMUNICATION SERVICE PROVIDER(S) USED BY US OR ANY OTHER ACT BEYOND OUR REASONABLE CONTROL.

YOU SHALL BE LIABLE FOR ANY CONSEQUENCES WHATSOEVER RESULTING FROM ANYTHING TRANSMITTED OR CAUSED TO BE TRANSMITTED BY YOU, TO OR THROUGH THE APPLICATION.

10. Limitation of Liability

To the maximum extent permitted by applicable laws, under no circumstance shall WhatsTools, its directors, employees or agents be liable to You or any third person for personal injury, or any special, incidental, indirect, punitive or consequential damages whatsoever, including, but not limited to, damages for loss of profits or revenues, goodwill, failure to transmit or receive any data, loss of confidential information, business interruption, loss of privacy, corruption or loss of data, failure to receive or backup Your data (or archived data), for any cause of action, including contract, tort (including negligence) or otherwise and any other loss whatsoever arising out of or in any way arising from or related to the use of Application, or following a failure, suspension or withdrawal of all or part of the Application at any time, any third party content, software or functions used in connection with the Application even if WhatsTools or any or all of its agents have been advised of the possibility of such damages.

11. Indemnification

You agree to indemnify, defend and hold harmless WhatsTools, its subsidiaries, affiliates and agents and each of their respective officers, directors, employees, successors and assigns from and against any claim, proceeding, loss, damage, liability, cost, demand or expense (including but not limited to attorney's fees) of any kind arising out of: (i) Your access to or use of the Application, Site and related services; (ii) any

breach by You of Your obligations under this Agreement; (iii) Your violation of the rights of a third party, including but not limited to infringement of any intellectual property, proprietary right or trade secret of any person or entity, or of any privacy or consumer protection right that is implicated herein; (iv) any violation of law or contractual obligation and any claims, demands, notices pursuant to such violation; (v) Your negligence or willful misconduct. These obligations will survive termination of this Agreement.

12. Force Majeure

WhatsTools shall not be liable to you for any eventuality caused directly or indirectly by any act of God, wars (declared or undeclared), insurrections, acts of terrorism, acts of governments or boycotts, lockouts and other civil unrest, or any act of similar nature beyond WhatsTools reasonable control.

13. Amendments to this Agreement

We may in our sole discretion amend this Agreement from time to time without any prior notice. This may include adding new or different terms to, or removing terms from, this Agreement. Such change shall be notified on the website www.whatsTools.com Your use of the Application after such notice of any change shall be deemed to be an acceptance to the amended Agreement.

14. Termination

This Agreement commences on the date You accept the Terms of this Agreement. WhatsTools may terminate or suspend use of the Application or the Site at any time in its discretion, without notice to You. Upon any termination for any reason, WhatsTools shall have no liability to You and no further obligations under this Agreement. Immediately upon termination, (a) the rights granted to You herein shall terminate; (b) You must cease all use of the Application and related services;

Additionally, Your rights under this Agreement will terminate automatically if You fail to comply with any term(s) of this Agreement including misuse of the Application or the Site.

All sections that may be reasonably interpreted to or are intended to survive this Agreement will survive this Agreement.

15. Entire Agreement

You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms and conditions. You also agree that this Agreement read with the terms of the Privacy Policy is the complete and exclusive statement of the Agreement between WhatsTools and You and supersedes all proposals, representations or prior agreements, oral or written, and any other communications between WhatsTools and You relating to the subject matter of this Agreement.

16. Severability

If one or more provisions of this Agreement are held to be unenforceable under Applicable Law(s), the remainder of this Agreement shall be valid and enforceable.

17. Assignment

This Agreement may be assigned by WhatsTools to its successors and assigns including if there is any re-organization of WhatsTools.

18. Governing Law

This Agreement shall be governed by the laws of India. You irrevocably consent to the exclusive jurisdiction of courts in New Delhi, India for all disputes arising out of or relating to this Agreement.

Privacy Policy

WhatsTools (hereinafter "WhatsTools" / "We") provides this Privacy Policy to inform users of the WhatsTools File sending software application (the "Application") and the www.WhatsTools.in (the "Site") about our policies and procedures regarding the collection, Google drive access, identifiable information ("Personally Identifiable Information") defined below.

The Application is intended for people who are competent to contract under applicable law. Individuals who are less than 18 years old are not permitted to use this application unless the complete Agreement is seen and agreed by parents or their legal guardians under applicable law. You confirm that You are at least 18 year old or otherwise competent to contract including with consent of Your parent/legal guardian as may be required under applicable law.

This Policy is part of our Terms of Service and applies to the Personally Identifiable Information (Gmail drive, Name, Contacts) that is collected in connection with the download, installation and use of the Application and related services. By using the Application or the Site You signify Your assent to this Privacy Policy and consent to the processing of Your Personally Identifiable Information as described herein. If You do not agree with this Policy, or with our Terms of Service, do not download, install and / or use the Application

Information Collection

"Personally Identifiable Information" means any information that either on its own or when combined with certain other information can identify an individual and for the

purpose of this Privacy Policy usually limited to Your google drive,Name, mobile device details.

WhatsTools may obtain the following types of information from or concerning You or Your mobile device, which may include personal information that can be used to identify You as specified below:

User Provided Information: You provide certain Personally Identifiable Information, such as Your Google Drive,Gmail, gender and date of birth and mobile device information to WhatsTools when choosing to participate in the use of the WhatsTools application, such as registering as a user, messaging other WhatsTools users, sending files(PDF,PPT,Word,APK,Archive) In order to provide the WhatsTools service, WhatsTools shall periodically access Your address book or contact list on Your mobile phone to locate the Gmail, Google Drive numbers of other WhatsTools users.You acknowledge and agree that you will have to provide WhatsTools Your Google Drive Access to store your sent docs and medias.by authorising whats tools access your google drive, you allow the application to manage and manipulate the files that you have been created using this app this will not allow this application to read other files that have been store in your google drive. When a non-WhatsTools user receives a File sent from WhatsTools, the incoming reply will show the non-WhatsTools users as in a new web browser with the download link with a recommendation of download option for WhatsTools. By using the Services, you have given us permission to send your files link via every instant message applicatiion which you have already in your phone.

Use of Information

We neither share nor sell without Your consent Your Personally Identifiable Information such as Your Gmail address and content information any other information we may collect with any third parties for use for commercial, advertising and or similar marketing purposes without Your consent. However, in the future as apart of a specific promotion or feature You may specifically choose to opt-in/opt-out for any specific product and or service which may allow Your personal information to be used for such purposes.

We may share Your Personally Identifiable Information and Contents to deliver the services desired by You to the extent it is necessary to maintain or further develop and enhance our Application and to ensure the functionality and security of our services and to prevent and investigate any fraud and other misuse.

We may share non-personally-identifiable information (such as anonymous user usage data, referring / exit pages and URLs, platform types, asset views, number of clicks, etc.) with third-parties to better understand usage patterns for certain content, services, advertisements, promotions, and/or functionality related to WhatsTools application. We may disclose the Personally Identifiable Information and available user Contents as required pursuant to applicable laws, a directive or order of a government entity or statutory authority or any judicial or regulatory authority or to law enforcement agencies in any official investigation including but not limited to cyber incidents, prosecution and punishment of offences. You agree that WhatsTools has the right to monitor the Application electronically from time to time and to disclose information as may be

necessary to satisfy any law, regulation or other governmental request, to operate the Application properly for justified purposes that are relevant for the features and functionalities of the Application and related services opted by You, or to protect itself or its subscribers. We may transfer Your Personally Identifiable Information or other information collected, stored, processed by WhatsTools to any other entity or organization located in India or outside India only in case it is necessary for providing services to You in connection with Application. Except with Your consent including under this Agreement for specified purposes, We will not disclose any Personally Identifiable Information to any third party. We will cooperate with the appropriate law enforcement authorities in investigating claims of illegal activity.

You may chose not to submit Personally Identifiable Information through WhatsTools application in which case we may not be able to provide You part or full services in connection with the application. If You do not agree with any of the Terms including our Privacy Policy, You may delete Your account or not access download and use the Application. Upon deletion of Your account, Your Personally Identifiable Information and any associated Contents, except to the extent required to be retained under applicable law, will be deleted from our servers.

In the interest of protecting Your privacy and for security measures, WhatsTools ensures to take reasonable steps to identify and authorise You before registering Your mobile phone number and granting You use of the WhatsTools application.

Upon use of WhatsTools application or related services, you authorize us to contact you regarding any promotions / notifications pertaining to WhatsTools Application, notwithstanding that your number may be registered in the respective Do not Call Registry in your jurisdiction.

Security of Personal Information

We have implemented commercially reasonable physical, managerial, operational and technical security measures to protect the loss, misuse and alteration and to preserve the security of the Personally Identifiable Information in our care. Our security practices and procedures limit access to personal information on need to know basis only.

Such measures may include, where appropriate, the use of firewalls, secure server facilities, implementing proper access rights management systems and processes, careful selection of processors, standard authentication and encryption policies for our servers and other technically and commercially reasonable measures.

However, WhatsTools cannot guarantee in any way with respect to any Personally Identifiable Information or Contents that You upload transmit, share or display through the Application or the Site and You do so at Your own risk.

Changes to this Privacy Policy

Any changes in the Privacy Policy by WhatsTools shall be posted on our website www.WhatsTools.com to reflect changes in our policy so that the users are always aware of what information we collect, use, and under what circumstances, if any, we may disclose it. Users should periodically review this page for the latest information on our privacy practices. Once posted, those changes are effective immediately. Continued access or use of the Application constitutes Your acceptance of the changes and the amended Policy.

Third Party Application Stores

The Application can also be downloaded from third party application stores including Google Play . You agree to comply with all third party privacy policies, if any, applicable to the use of the Application or related services. WhatsTools shall not be responsible for Your use of any third party product and or service including the terms and conditions of such third party product and or service and or violation and infringement of any third party rights, policies, terms and conditions in connection with access, download or installation of the Application.

Contact WhatsTools

If You have any questions or concerns about this Privacy Policy or its implementation, You may contact us on the following e-mail ID:

E-mail: support@whatstools.com

We will strive to address Your feedback and concerns in a timely and effective manner.

The Terms & Conditions and Privacy Policy were last modified on 12th July 2015.