

Bebaak Client Terms of Service

BB-LEG-02 · Version 1.0 (v1.0 — first version, supersedes nothing) · Effective 2026-11-01 · Bizseed Ventures Private Limited (brand Bebaak) · GSTIN 07AAECF0685P1Z5 · Prabha Apt, Plot 11, Sector 23, Dwarka, New Delhi 110077 · bebaak.co/legal/client-terms

These Client Terms are an agreement between Bizseed Ventures Private Limited, a company incorporated in India (brand: Bebaak; GSTIN 07AAECF0685P1Z5; registered office: Prabha Apt, Plot 11, Sector 23, Dwarka, New Delhi 110077, India) ("Bebaak", "we", "us") and the organisation that creates or uses a Bebaak account (the "Client", "you"). They apply when your organisation admin ticks the acceptance box in app.bebaak.co, signs an order form that refers to them, or uses the Service. Please read them; the Key Terms Summary is a guide only and does not replace the full terms.

Key terms summary

Who you contract with	Bizseed Ventures Private Limited (brand Bebaak), New Delhi, India.
Who accepts	Your organisation admin accepts for your organisation and confirms they have authority to do so. Every user also accepts the Acceptable Use rules.
Plans and limits	You pay per app, bundle or plan. Starter / Business / Professional include 1 / 5 / 10 users and 1 / 5 / 10 GB storage; more is available as add-ons.
Fees	Prices exclude GST. Billing is monthly or annual in advance and renews automatically until cancelled. We give 30 days' notice of price changes.
Late payment	Reminders, then 15 days' grace, then read-only access (you can still view and export), then suspension. Refunds follow our Refund Policy.
Your data	Your business data is yours. We process it only to provide the Service, as your Data Processor under the DPDP Act 2023. You can export it at any time.
Sub-processors	Hosting (DigitalOcean), DNS (Cloudflare), our email provider, and — only if you switch on the AI feature — Anthropic, with party names masked first.
After you leave	Export your data before or within 90 days of termination; we then delete it unless the law requires us to keep it. Keeping your books for 8 years (Companies Act s.128) remains your responsibility.
You stay responsible	Tax, payroll, Sachiv, Society and AI features help you, but you check the output and you remain responsible for filings and decisions. The software is not a filing agent.
Professional services	Bookkeeping, virtual CFO and offshore work are governed by a separate engagement letter or SOW, which prevails for those services.
Availability	We use commercially reasonable efforts to keep the Service available and give notice of planned maintenance. No numeric uptime guarantee.
Liability	Our total liability is capped at the fees you paid in the 12 months before the claim. Neither side is liable for indirect or consequential loss.
Disputes	Indian law. Arbitration by a sole arbitrator in New Delhi, in English, under the Arbitration and Conciliation Act 1996; courts at New Delhi.

Changes

We will tell you in the app and by email before changes take effect, and ask your admin to accept the new version.

1. Definitions

1.1 In these terms: "Service" means the Bebaak software applications, intelligence features, websites and related support that we make available to you by subscription, including app.bebaak.co.

1.2 "Apps" means the individual Bebaak applications (for example Books, Sell, Buy, Stock, Counter, Make, Connect, People, Score, Cash, Capital, Tax, Nazar, Trade, Kagaz, Decisions, Board, Sachiv, Society, Loom and Bebaak AI) and any bundle or plan that combines them.

1.3 "Client Data" means data and content that you or your Authorised Users put into the Service, or that the Service generates from it, including books of account, documents, employee, member and customer records and reports.

1.4 "Account Data" means information about you and your Authorised Users that we need to run your account, such as names, email addresses, phone numbers, login records and billing details.

1.5 "Authorised User" means an individual you allow to use the Service under your account. "Organisation Admin" means an Authorised User with the Client Admin role.

1.6 "Order" means an order form, online plan selection, quotation or invoice that sets out the Apps, plan, quantities and fees you have chosen. "Engagement Letter" or "SOW" means a separate document for professional services.

1.7 "DPDP Act" means the Digital Personal Data Protection Act, 2023 and rules made under it, as amended.

2. Your account, users and authority

2.1 Your account is for one organisation (a company, LLP, firm, proprietorship, trust, society or other entity). Each additional organisation needs its own account and subscription unless your Order says otherwise.

2.2 The person who creates the account or ticks the acceptance box confirms that they are authorised to bind the organisation to these terms. If they are not, they accept them personally.

2.3 Your Organisation Admin controls who has access and which Apps each user may open. You are responsible for all activity under your account, for keeping login details confidential, and for removing users who should no longer have access.

2.4 User seats are for named individuals and may not be shared. You must tell us promptly if you suspect unauthorised access.

2.5 We may rely on instructions given through the Service by your Organisation Admin as instructions from you.

3. Subscriptions, plans and limits

3.1 You may subscribe to individual Apps, bundles or plans as shown on bebaak.co/pricing or in your Order. Plans include the following unless your Order says otherwise: Starter — 1 user and 1 GB storage; Business — 5 users and 5 GB; Professional — 10 users and 10 GB. Additional users, storage and companies are available as add-ons.

3.2 Some Apps are priced per unit (for example per terminal for Counter, per GSTIN for Tax, or per housing unit for Society). The unit count is set in your Order or in the app and is billed accordingly.

3.3 We may label features as Live, Beta or Early access. Beta and Early access features work but may change, and are provided with the extra caution described in clause 18.

3.4 Fair-use limits apply to storage, AI questions, emails, WhatsApp messages and similar shared resources, as shown in the app or pricing pages. If you consistently exceed a limit we will contact you before restricting anything.

4. Free trial

4.1 We may offer a free trial (normally 14 days). No payment card is required. At the end of the trial the account becomes read-only unless you choose a paid plan.

4.2 Trials are for evaluation. Data entered during a trial is kept if you subscribe; otherwise clause 21 (effect of termination) applies.

5. Fees, GST, billing and renewal

5.1 Fees are stated in Indian rupees for clients in India (or in the currency stated in your Order) and are exclusive of GST and any other applicable taxes, which we add to the invoice.

5.2 Subscriptions are billed in advance, monthly or annually, and renew automatically for the same period until cancelled by your Organisation Admin in the app or by email before the renewal date.

5.3 Invoices are payable within 7 days unless your Order states otherwise. If you are required by law to deduct tax at source, you must provide the TDS certificate in time for us to claim credit; otherwise the deducted amount remains payable.

5.4 We may change prices by giving at least 30 days' notice in the app or by email. The new price applies from your next billing period after the notice period. If you do not agree, you may cancel before the change takes effect.

5.5 Annual billing discounts and promotional or design-partner pricing apply only for the period stated when they were offered.

6. Late payment, restriction and suspension

6.1 If an invoice is unpaid on its due date we will send reminders. After a grace period of 15 days your account becomes read-only: you can view and export Client Data but cannot create new transactions.

6.2 If the amount remains unpaid 30 days after the account becomes read-only, we may suspend access after a further written notice. Suspension is not deletion: Client Data is retained while the account is suspended.

6.3 If the account is still unpaid 60 days after suspension, we may terminate under clause 20, and clause 21 then applies.

6.4 Refunds, cancellations and credits are governed by the Refund & Cancellation Policy at bebaak.co/refund-policy, which forms part of these terms.

7. Client Data and privacy

7.1 You own the Client Data. You grant us a limited licence to host, copy, process, transmit and display Client Data only as needed to provide, secure and support the Service, to comply with law, and as you instruct.

7.2 For Client Data that contains personal data, you are the Data Fiduciary and we act as your Data Processor under the DPDP Act. We process that personal data only on your documented instructions (these terms, your configuration of the Service and your support requests) and not for our own purposes. We do not sell Client Data or use it to train AI models.

7.3 For Account Data, we act as Data Fiduciary and handle it as described in our Privacy Policy at bebaak.co/privacy.

7.4 You are responsible for having a lawful basis, notices and consents for the personal data you put into the Service — including employee data in People, member data in Society and customer

data in Connect — and for responding to requests from the people concerned. We will give reasonable help through the Service's features.

7.5 We may use aggregated, de-identified statistics about how the Service is used to operate and improve it. Such statistics will not identify you, your users or any individual.

8. Security, sub-processors and breaches

8.1 We maintain reasonable security practices appropriate to the nature of the data, including: separation of each organisation's data through company-level permissions; role-based access; encrypted connections (HTTPS); restricted administrative access; regular backups; and logging of significant actions in the audit log. We do not claim any particular certification unless we state it in writing.

8.2 You agree that we may use the following sub-processors: DigitalOcean (cloud hosting and backups), Cloudflare (DNS), our email service provider (transactional and notification email), and — only if your Organisation Admin switches on Bebaak AI — Anthropic (AI model provider). Before data is sent to the AI provider we mask the names of parties (customers, suppliers, employees and members) and send only what is needed to answer the question. A current list is available on request.

8.3 We will give at least 15 days' notice in the app or by email before adding a new sub-processor that processes Client Data. If you object on reasonable data-protection grounds and we cannot address the objection, you may terminate the affected App and receive a pro-rated refund of prepaid fees for it.

8.4 We require our sub-processors to protect data with safeguards no less protective than those in this clause, and we remain responsible for their performance of our obligations.

8.5 If we become aware of a personal data breach affecting Client Data, we will notify your Organisation Admin without undue delay, give the information reasonably available to help you meet your own obligations (including to the Data Protection Board of India and affected individuals), and take reasonable steps to contain and remedy it.

9. Data export, retention and deletion

9.1 You can export Client Data at any time during your subscription using the export features of the Service (for example reports, CSV/Excel exports and document downloads). On request we will provide a reasonable export of your Client Data in a commonly used format.

9.2 After termination, your account remains available read-only for export for 90 days. After 90 days we delete Client Data from live systems, and from backups as they expire in the normal backup cycle, unless the law requires us to keep it.

9.3 You are responsible for keeping your own books of account and records for the periods required by law — for companies, at least eight financial years under section 128 of the Companies Act, 2013, and the periods required under GST and income-tax law. Export what you need before the 90-day period ends.

10. Acceptable use (accepted by every user)

10.1 Every Authorised User must accept and follow these rules. You must not, and must not allow anyone to: (a) use the Service for any unlawful purpose, including fraud, money laundering, tax evasion or creating false invoices or records; (b) upload content that infringes others' rights, is defamatory or is malicious; (c) try to access another organisation's data, probe or break security, or bypass usage limits or access controls; (d) upload malware or overload the Service; (e) reverse-engineer the Service except as the law permits; (f) resell or provide the Service to third parties except as an authorised partner; (g) use the Service to send spam or unsolicited messages; or (h) use AI features to produce content that is unlawful or misleading.

10.2 We may suspend a user or the account immediately, with notice as soon as practicable, if this is reasonably necessary to prevent harm, to comply with law, or to stop a serious breach of these rules.

11. Ownership and intellectual property

11.1 Your content: you keep all rights in Client Data and your logos, documents and templates. You licence them to us only as described in clause 7.1.

11.2 Our IP: we and our licensors own the Service, including software, designs, templates, reports formats, documentation and the Bebaak name and marks. We grant you a non-exclusive, non-transferable right for your Authorised Users to use the Service during your subscription for your internal business purposes.

11.3 Open source: parts of the Service are built on open-source software, including ERPNext and the Frappe Framework (GNU General Public License v3) and other components under their own licences. Nothing in these terms restricts any rights you have under those licences, and we comply with their terms. Our own additions, configuration and hosted service are provided under these terms.

11.4 Feedback: if you give us suggestions or feedback, we may use them freely without obligation to you. We will not identify you as the source without your permission.

12. Integrations and third-party services

12.1 The Service may connect to or import data from third-party products (for example Tally, Zoho Books, QuickBooks, Xero, banks, payment providers, the GST portal or messaging services). Your use of those products is governed by their own terms, and we are not responsible for them, their availability or changes they make.

12.2 Bebaak Apps share data with each other inside your organisation (for example a Counter sale updates Stock and Books). You control which Apps and users can see which data through app access and roles.

13. AI features

13.1 Bebaak AI and other AI-assisted features are optional and are switched on by your Organisation Admin. They are read-only and cannot change your records.

13.2 AI outputs, including answers and draft commentary, are drafts generated automatically. They may be incomplete or wrong. You must review them before relying on or sharing them. They are not professional, legal, tax or investment advice.

13.3 Usage limits for AI features (for example a number of questions per organisation per month) are shown in the app and pricing pages.

14. Compliance features — your responsibility

14.1 Features such as Tax (GST and TDS), payroll calculations in People, Sachiv (governance calendar, registers and draft minutes), Society (billing, registers and co-operative formats), Trade (export realisation tracking) and the compliance calendar are tools to help you. They rely on your configuration and data and on rules that change.

14.2 You remain responsible for checking calculations and outputs, for the accuracy of returns, filings, notices, minutes and registers, and for filing them on time with the relevant authorities. The software is not a filing agent, tax return preparer of record, auditor or company secretary, and does not file anything on your behalf unless a separate Engagement Letter for professional services says so.

15. Professional services

15.1 Bookkeeping, GST and tax support, virtual CFO, CMA, due diligence, offshore accounting and other professional services are provided under a separate Engagement Letter or SOW. That document governs the scope, fees, timelines, responsibilities and liability for those services and prevails over these terms for them.

15.2 Where a professional service uses the Service, these terms continue to apply to the use of the software.

16. Support and availability

16.1 Support is provided by email and WhatsApp during Indian business hours (Monday to Saturday, excluding public holidays) unless your Order includes enhanced support.

16.2 We use commercially reasonable efforts to keep the Service available and performing well. We do not commit to a numeric uptime percentage unless your Order states one.

16.3 We give reasonable advance notice in the app or by email of planned maintenance that is likely to interrupt the Service, and try to schedule it outside Indian business hours. Urgent security maintenance may happen without notice.

16.4 We may update, add or remove features. We will not remove a core feature of an App you are paying for during a paid period without giving you notice and, if the change materially reduces the App, a pro-rated refund on request.

17. Confidentiality

17.1 Each party will keep the other's confidential information confidential, use it only for this agreement, and share it only with its employees, advisers and sub-processors who need it and are bound by similar obligations. Client Data is your confidential information.

17.2 These obligations do not apply to information that is public through no fault of the receiving party, already lawfully known to it, independently developed, or required to be disclosed by law or a regulator (in which case the receiving party will give notice where lawful).

18. Warranties and disclaimer

18.1 We warrant that we will provide the Service with reasonable skill and care and substantially as described in its documentation for Live features.

18.2 You warrant that you have the right to use the Client Data in the Service and that your use complies with law.

18.3 Except as expressly stated in these terms, the Service is provided "as is" and "as available". To the extent permitted by law, we exclude all other warranties, including fitness for a particular purpose and that the Service will be error-free or uninterrupted. Beta and Early access features are provided without any warranty.

19. Limitation of liability and indemnities

19.1 Neither party is liable for indirect, incidental, special or consequential loss, or for loss of profits, revenue, goodwill or anticipated savings, however caused.

19.2 Each party's total liability arising out of or in connection with these terms in any 12-month period is limited to the fees paid and payable by you to us for the Service in the 12 months before the event giving rise to the claim.

19.3 These limits do not apply to your obligation to pay fees, to liability for fraud, or to any liability that cannot be limited by law.

19.4 You will indemnify us against third-party claims arising from Client Data, your breach of the Acceptable Use rules or your breach of law. We will indemnify you against third-party claims that

the Service (excluding open-source components and Client Data) infringes that third party's intellectual property rights in India, provided you notify us promptly and let us control the defence. If such a claim arises we may modify the Service, obtain a licence, or end the affected App and refund prepaid fees for it.

20. Term and termination

20.1 These terms apply from acceptance until all subscriptions end. Each subscription runs for its billing period and renews automatically as described in clause 5.

20.2 You may cancel at any time; cancellation takes effect at the end of the current paid period, subject to the Refund & Cancellation Policy.

20.3 Either party may terminate by written notice if the other materially breaches these terms and does not fix the breach within 30 days of notice, or becomes insolvent. We may also terminate under clause 6.3 for non-payment.

20.4 We may end the Service generally, or an App, by giving at least 90 days' notice, and will refund prepaid fees for the unused period.

21. Effect of termination

21.1 On termination, your right to use the Service ends, except for read-only access to export Client Data for 90 days as described in clause 9.

21.2 You must pay all fees due up to the effective date of termination. Clauses that by their nature should survive (including payment, confidentiality, ownership, limitation of liability, indemnities and dispute resolution) survive termination.

22. Housing societies and RWAs (Bebaak Society)

22.1 Where the Client is a co-operative housing society, apartment owners' association or residents' welfare association, the Client is responsible for obtaining any consents required from members and residents for their data to be processed in the Service, for decisions of its managing committee and general body, and for the content of notices, bills, circulars and messages it sends through the Service.

22.2 Members and residents given access to the member portal are Authorised Users of the Client for the limited purpose of viewing their own records and using portal features, and must accept the Acceptable Use rules.

23. Partners and resellers

23.1 If you obtained the Service through a Bebaak partner or reseller, these terms still govern your use of the Service. Commercial terms agreed with the partner (such as price or billing) apply between you and the partner. The partner is not our agent and cannot change these terms.

23.2 With your permission, a partner may be given user access to your account to support you, and is then an Authorised User for whom you are responsible.

24. Notices

24.1 We give notices by email to your Organisation Admin's registered email address and/or in the app. You give notices by email to siba@bebaak.co or by post to our registered office. Email notices are treated as received on the next business day after sending.

25. Changes to these terms

25.1 We may update these terms. We will publish the new version at bebaak.co/legal/client-terms, notify your Organisation Admin by email and in the app at least 30 days before material changes

take effect (or sooner where required by law), and ask your Organisation Admin to accept the new version in the app.

25.2 If you do not accept a material change, you may cancel before it takes effect and receive a pro-rated refund of prepaid fees for the unused period. Continued use after the effective date, or acceptance in the app, means you accept the new version.

26. Governing law and disputes

26.1 These terms are governed by the laws of India.

26.2 The parties will first try to resolve any dispute by good-faith discussion between senior representatives for 30 days.

26.3 Any dispute not resolved in that time shall be referred to arbitration by a sole arbitrator appointed by mutual agreement (or, failing agreement, in accordance with the Arbitration and Conciliation Act, 1996) under that Act. The seat and venue of arbitration shall be New Delhi and the language shall be English.

26.4 Subject to the arbitration clause, the courts at New Delhi have exclusive jurisdiction, including for interim relief.

27. General

27.1 Entire agreement: these terms, your Order(s) and the policies referred to in them (Privacy Policy, Refund & Cancellation Policy, Security page) are the entire agreement for the Service and replace earlier discussions about it.

27.2 Order of precedence: if there is a conflict, the following order applies — (1) an Order or SOW signed by both parties, (2) these Client Terms, (3) the policies referred to above. An Engagement Letter governs professional services as stated in clause 15.

27.3 Neither party may assign these terms without the other's consent, except that we may assign them to a successor of our business with notice to you. Neither party is liable for delay caused by events beyond its reasonable control. If any provision is invalid, the rest remains in force. A failure to enforce a right is not a waiver. Nothing in these terms creates a partnership or agency.

End of BB-LEG-02 v1.0.