

## **InvoiceM8 Terms and Conditions**

Welcome to InvoiceM8, an online invoice reminder automated service. These Terms and conditions of use are intended to explain InvoiceM8's obligations as a service provider and your obligations as a subscriber. Please review these conditions carefully.

These terms constitute a binding agreement for any use of the InvoiceM8 service and applies from the time that as the subscriber you access and use the supplied service.

The supplied service will be developed overtime and new features will be added. InvoiceM8 reserves the right to change these "Terms and conditions" at any time. Any changes made to the "Terms and Conditions" will be communicated to the subscriber within 7 days via the sign up email address.

By signing up and registering for the service you acknowledge you have reviewed and understood the "Terms and Conditions" and you have the authority and or permission to act on the behalf of the organisation that this service will be used for.

### **1. Definitions**

In this Agreement, except where the context requires otherwise:

User(s) means the user or users authorised to access and use the Service under your subscription to the Service.

Confidential Data means your Data, and all information (whether written or oral) exchanged between the parties which is not publicly available and which is either formally identified as being confidential or by its nature the receiving party should know that it is confidential.

Intellectual Property means all rights in copyright, designs, trademarks, patents and all other rights in intellectual property as defined in article 2 of the World Intellectual Property Organisation (WIPO) Convention whether registrable, registered, patentable or not.

InvoiceM8 website means the website at [www.invoicem8.com.au](http://www.invoicem8.com.au) and related sub-domains.

Service means the Invoicem8 online software as a service as described on the Invoicem8 website.

Subscription Fee means the fee for the Service as per the Invoicem8 website.

Your Data means any information, data or files that any Authorised User inputs or uploads to the Service or that is imported from a third party as part of the Service (for example, your data from your Xero account).

## 2. Service

Conditional on you having paid the Subscription Fee and you complying with this Agreement, Invoicem8 grants you and any Authorised Users a non-exclusive, non-transferrable, non-assignable, non-sublicensable, revocable right to access and use the Service for your own lawful internal business purposes in the manner Invoicem8 makes it available to you from time to time in accordance with this Agreement.

The Service will be made available to you via the login page of the Invoicem8 Website.

Except as set out in this Agreement, you are not permitted to copy, adapt, modify, reverse engineer or assemble or try to obtain the source code, or create derivative works based on the Service without the express written permission of Invoicem8.

Invoicem8 may, at its sole discretion, delete, replace, add to or otherwise amend the whole or any part of the Service at any time. For any material changes, Invoicem8 will endeavour to give you at least 7 days' notice in writing via email before they take effect.

Your access to and use of the Service is limited to reasonable use. Reasonable use means that the volume of data, frequency of use and concurrency of use does not interfere with another Invoicem8 customer's use of the Service. Invoicem8 may, at its sole discretion, terminate your right to access and use the Service in the event that you breach this reasonable use provision.

### 3. Term and Termination

The parties agree that the term of this Agreement shall be for the period of time you have paid the Subscription Fee.

Notwithstanding payment of the Subscription Fee and without right of refund, **Invoicem8** (at its absolute discretion) may terminate or suspend this Agreement, and accordingly your right to access and use the Service, in the event that you breach any of the terms and conditions of this Agreement.

On termination, the parties agree that all rights granted to you under this Agreement will cease immediately and you will return any software or materials (if any) provided to you under this Agreement. The following clauses shall survive termination: 7 (Limitation of Liability), 8 (Indemnity), 11 (Confidential Information), 12 (Intellectual Property), 18 (Severability)

### 4. Subscription Fees and Payment

The Subscription Fee for the Service is non-refundable and non-cancellable. We reserve the right to modify the Subscription Fee and also to introduce new charges. Any modifications will be notified by us in writing via the **Invoicem8** Website. All credit card payments will appear on your statement as **Invoicem8 PTY Ltd**

### 5. Your Warranties, Obligations and Acknowledgements

You warrant and acknowledge that you shall:

- ensure that all Authorised Users comply with your obligations and responsibilities under these terms. You are responsible and liable to us for anything any Authorised User does or does not do in relation to the Service;
- provide the access, information, cooperation and assistance that we may require in relation to the provision of the Service to you;
- ensure that your password(s) is kept confidential and secure, -ensure that the Service is at all times protected from access, -use or misuse and damage by any person not authorised by **Invoicem8** or you and that you will notify **Invoicem8** immediately if you become aware of any unauthorised use or misuse of the Service;

- comply with all Invoicem8's directions and restrictions regarding the use of the Service;
- pay the Subscription Fee and any other charges in relation to the Service at the times and in the way specified by us;

not have relied upon representations made by **Invoicem8** other than as set out in this Agreement;

- not sell, charge or otherwise encumber the Service in any way;
- use the Service in a reasonable and proper manner for your own internal business purposes and never in a way that breaks any laws or regulations or infringes anyone else's rights;

ensure that Your Data complies with privacy laws and is free of anything illegal or that may be offensive, any viruses and anything else that could have a detrimental effect on the Service;

comply with **Invoicem8**'s directions and restrictions regarding the use of the Service.

## 6. Invoicem8's Warranties, Obligations and Representations

**Invoicem8** represents and warrants that it has the right to provide the Service to you.

The Service is provided to you on an "as is" and "as available" basis, and your use of the Service is at your own risk. **Invoicem8** does not promise that the Service will be secure, reliable, free of defects, errors or viruses or always available (including at a certain speed), or that all problems can or will be corrected. This is in part because of the reliance of the Service on software, systems and networks that are not owned or controlled by **Invoicem8**.

## 7. Limitation of Liability

To the fullest extent permitted by law and except for the express warranties provided above, **Invoicem8** disclaims all express or implied representations, warranties, guaranties and conditions with regard to the Service including but not limited to any implied representations, warranties, guaranties and conditions of merchantability, fitness for purpose, and quality of service. **Invoicem8** makes no representations or warranties regarding the reliability, availability, timeliness, quality, suitability, accuracy or completeness of the Service.

**Invoicem8** excludes all liability for indirect and consequential loss, loss of revenue or profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind arising from this Agreement.

The limitations and exclusions of liability in this Agreement shall apply however liability arises, whether in contract, tort (including negligence), breach of statutory duty or otherwise.

#### 8. Indemnity

You agree to fully indemnify us against any losses, expenses, damages, liabilities and costs that we suffer or incur as a result of or related to any use of the Service, or anything you or an Authorised User does or does not do (including any breach by you of these terms), including any expenses we incur in exercising whatever rights we may have against you or an Authorised User.

#### 9. Notices

Any notice given pursuant to this Agreement must be in writing and sent via email to us at [support@invoicem8.com.au](mailto:support@invoicem8.com.au) or to you at the email address you have used for registration for the Service

#### 10. Privacy

The protection of any personal information you provide to us or which we obtain through third party sources is governed by **Invoicem8's** Privacy Policy which is available on **Invoicem8's** home page. By agreeing to this Agreement, you are deemed to accept the terms and conditions of **Invoicem8's** Privacy Policy.

#### 11. Confidential Information

The parties both acknowledge and agree that the information each receives from the other party regarding the Service contains Confidential Information belonging to the disclosing party. The parties may only disclose Confidential Information in accordance with this Agreement, with the express permission of the disclosing party, only to employees and contractors who need to access such information so that the receiving party can exercise its rights and perform its obligations under this Agreement or if required by law.

#### 12. Intellectual Property

**Invoicem8** owns all rights, title and interest, including Intellectual Property rights in the Service and, as they are created, any changes or improvements to the Service made by or for us, you or anyone else. Your limited right to use the Service is set out in this Agreement.

### 13. User Data

**Invoicem8** does not own User Data. Accordingly, you agree to grant to **Invoicem8** and **Invoicem8**'s suppliers and contractors the right to use, modify and copy User Data solely for the purpose of providing the Service to you. While we endeavour to keep User Data secure, **Invoicem8** doesn't guarantee that it is completely secure or recoverable or will never be lost or damaged.

### 14. Support

In the event that you have any problems with accessing or using the Service, you may contact Debtor Daddy via the [support@invoicem8.com.au](mailto:support@invoicem8.com.au) email address. **Invoicem8** will endeavour to respond to your support enquiry as soon as is practicable, however, **Invoicem8** has no obligation or responsibility whatsoever to provide any remedial action in relation to such an enquiry.

### 15. Consumer Guarantees Act

You acknowledge that your access and use of the Service are for business purposes only and accordingly the guarantees and remedies provided in the Consumer Guarantees Act 1993 do not apply to the Service or to this Agreement.

### 16. Changes to the Agreement

**Invoicem8** may change this Agreement from time to time. **Invoicem8** will endeavour to give you 5 days' notice prior to any changes taking effect by us posting a notice on the **Invoicem8** Website. Accordingly, you should frequently check the **Invoicem8** Website for any such notification. Any use by you of the Service after the new version of this Agreement has been posted on the **Invoicem8** Website confirms that you accept the changes. If you do not accept the changes, you are no longer permitted to use the Service.

## 17. Third Party Applications

Any third party applications are licensed to you separately by their suppliers under their own terms and conditions and are not licensed to you by **Invoicem8**. Notwithstanding **Invoicem8**'s provision of any link and/or access to a third party application, **Invoicem8** has no liability or obligation for the content or use of such third party applications or content or for any loss of or damage to Your Data.

## 18. Severability

If at any time any provision of this Agreement is or becomes illegal or unenforceable, neither the legal validity nor enforceability of the remaining provisions shall in any way be affected or impaired.

## 19. Entire Agreement

This Agreement constitutes the entire agreement between the parties concerning its subject matter.

## 20. Waiver

No waiver of any right or remedy will be effective unless in writing and shall not operate as a waiver of that right or remedy on a future occasion.

## 21. Force Majeure

**Invoicem8** is not responsible or liable for any failure or delay to perform its duties or obligations that has been caused or contributed to by anything that is beyond its reasonable control or by any failure by you to perform any of your obligations under this Agreement.