Stringline Apps Terms & Conditions

StringlineApps's terms of use are our contract with you. They include our commitment as a service provider and your obligations as a customer.

Introduction

Welcome to StringlineApps!

We're pleased to welcome you aboard. Prior to commencing your usage of Stringline, we kindly request that you review and give your consent to these terms. We've taken utmost care to the following content clear without excessive technical language, ensuring transparency regarding our anticipations from you and the provisions you can anticipate from us.

For your convenience, overviews have been provided at the outset of each segment to offer you a preview of the forthcoming content.

These represent your legally binding entitlements and responsibilities, hence we urge you to read the entire content. Should you find yourself unable to concur with our terms, regrettably, the use of our services would not be feasible.

If you still have questions or comments after you've read these terms, please go to

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Joining and using StringlineApps

In this section we explain how to subscribe to StringlineApps and use our services. When you see a word in bold, it will have the same corresponding meaning every time it's used within these terms.

1. You and StringlineApps: When we say you or your, we mean both you and any entity or firm you're authorised to represent. When we say StringlineApps, we, our or us, we're talking about the StringlineApps entity you contract with and pay fees to based on the edition of the StringlineApps product you're using. Section 65 shows which StringlineApps entity you contract with.

2. Our services: Our services consist of all the services we provide now or in the future, including our online and mobile products.

3. Creating a subscription: When you create a subscription to use our services and accept these terms, you become a subscriber. If you're the subscriber, you're the one responsible for paying for your subscription.

4. People invited to use StringlineApps: An invited user is a person other than the subscriber who has been invited to use our services through a subscription. If you're an invited user, you must also accept these terms to use our services.

5. User roles and access: As a subscriber inviting others into a subscription, you should understand the permissions you're granting to invited users.

6. The right to use our services: Whether you're a subscriber or an invited user, we grant you the right to use our services (based on your subscription type, your user role and the level of access you've been granted) for as long as the subscriber continues to

pay for the subscription, until the subscription is terminated, or – if you're an invited user – until your access is revoked.

7. Subscriber role: As a subscriber, you take responsibility for fully controlling how your subscription is managed and who can access it. It's quite a big deal! For example:

- You control access to a subscription. You decide who's invited to use our services you've subscribed to and what kind of access the invited user has. You can change or stop that access at any time

- You're responsible for resolving any disputes with any invited users over access to your subscription

- You're responsible for all your invited users' activity

9. Rules: Whatever your role, when you use StringlineApps you agree to follow the rules in section 44. Please read them and make sure you understand what you should and shouldn't do.

10. Your responsibilities: You promise that you'll keep your information (including a current email address) up to date. You're responsible for providing true, accurate and complete information and for verifying the accuracy of any information that you use from our services for your legal, tax and compliance obligations. You're also responsible for protecting your username and password from getting stolen or misused. Our service has minimum password standards but you will ensure that passwords are very strong and not easily guessable. The stronger the password the better! For more on security generally, check out the security section below.

11. When we introduce new or revised services: Since we're always thinking about how to make StringlineApps the best it can be we regularly expand our services. For new or updated services, there might be additional terms. We'll let you know what those terms are before you start using those services.

12. What we own: We own everything we've put into our services unless otherwise stated and excluding content owned by others. This includes rights in the design, compilation, and look and feel

of our services. It also includes rights in all copyrighted works, trademarks, designs, inventions, and other intellectual property. You agree not to copy, distribute, modify or make derivative works of any of our content or use any of our intellectual property rights in any way not expressly permitted by us.

Pricing

Unless you're in a free trial or other offer period, you'll need to pay for a subscription based on the pricing of your selected plan. The pricing details and other terms of your subscription are explained when you select your plan.

13. Trial subscriptions: When you first sign up, you can opt for a free trial, based on the terms specified at the time. If you choose to continue using our services after the trial, you'll be billed when you add your billing details into our services. If you choose not to continue using our services following a trial, you and or we may delete your organisation.

14. StringlineApps pricing plans: Your use of our services generally requires you to pay a monthly subscription fee based on your subscription type (the subscription fee). The pricing plan consists of the subscription and subscription fees we offered you, including invoicing, payment, auto-renewal and cancellation terms. The pricing plan may vary by region and includes information set out in the offer details and pricing page. We may update or amend the pricing plan from time to time. The terms of the pricing plan form part of these terms. As with any other changes to our terms, changes to the pricing plan won't apply retrospectively and, if we make changes and you're a subscriber, we'll make every effort to let you know (take a look

at section 62 to see how and when we'll notify you). Depending on your region, subscription fees may be inclusive or exclusive of transactional taxes where relevant (like VAT and GST), as reflected in the pricing plan.

15. Taxes for your use of our services: You're responsible for paying all other external fees and taxes associated with your use of our services wherever levied. Your responsibility includes withholding tax if it applies. We may collect geographical location information to determine your location, which may be used for tax purposes. This means location information you give us must be accurate for tax residency purposes.

16. Additional services: Depending on where you're based and how you use our services, you may be able to take advantage of additional services that StringlineApps offers in the future. These might incur an additional fee that we'll let you know about when you sign up for those services.

17. Importance of timely payments: In order to continue accessing our services, you need to make timely payments based on the pricing plan you selected. To avoid delayed or missed payments, please make sure we have accurate payment information. If we don't receive timely payments, we may suspend access to your subscription until the payment is made.

Data use and privacy

StringlineApps uses your data to provide our services to you. Our [privacy notice](#) is an important part of these terms and describes in more detail how we deal with personal data, like your name and email address.

18. Use of data: When you enter or upload your data into our services, we don't own that data but you grant us a licence to

use, copy, transmit, store, analyse, and back up all data you submit to us through our services, including personal data of yourself and others, to: enable you to use our services; allow us to improve, develop and protect our services; create new services; communicate with you about your subscription; send you information we think may be of interest to you based on your marketing preferences; and disclose to third party service providers and partners to enable and support such purposes.

19. Use of your own personal data: We respect your privacy and take data protection seriously. In addition to these terms, our [privacy notice](#) sets out in detail how we process your own personal data that you enter into StringlineApps, like your name and email address.

20. Use of personal data you enter about others: Depending on where your contacts are based, our [data processing terms](#) may also apply to the personal data of others (such as your customers, suppliers and employees) that you enter into StringlineApps.

21. Anonymised statistical data: When you use our services, we may create anonymised statistical data from your data and usage of our services, including through aggregation. Once anonymised, we may use it for our own purposes, such as to provide and improve our services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you.

22. Data breach notifications: In instances where personal information you have provided to StringlineApps is accessed without authorization, we will promptly inform you and, whenever feasible, provide you with details regarding the incident. Depending on the character of this unauthorised access and the whereabouts of the individuals in your contacts who might be impacted, you might need to evaluate whether it is necessary to inform the concerned individuals and/or an appropriate governing body about the unauthorised access. We

believe that you are in the optimal position to determine this course of action, as you possess the most comprehensive understanding of the personal data that you have supplied in your subscription to StringlineApps.

Confidential information

We take reasonable precautions to protect your confidential information and expect that you'll do the same for ours.

23. Keeping it confidential: While using our services, you may share confidential information with us, and you may become aware of confidential information about us. You and we both agree to take reasonable steps to protect the other party's confidential information from being accessed by unauthorised individuals. You or we may share each other's confidential information with legal or regulatory authorities if required to do so.

Security

We take security seriously and you should too! To help protect our services and your data, we offer added security features such as multi-factor authentication.

24. Security safeguards: We've invested in technical, physical and administrative safeguards to do our part to help keep your data safe and secure. While we've taken steps to help protect your data, no method of electronic storage is completely secure and

we cannot guarantee absolute security. We may notify you if we have reason to believe that someone has accessed (or may be able to access) your account without authorisation and we may also restrict access to certain parts of our services until you verify that access was by an authorised user.

25. Account security features: We may introduce security features to make your account more secure, such as multi-factor authentication. Depending on where you are in the world or what services you're using, we may require you to adopt some of these features. Where we make the use of security features optional, you're responsible (meaning we're not liable) for any consequences of not using those features. We strongly encourage you to use all optional security features.

26. Your responsibility to secure your data: Your active engagement is crucial in maintaining the security of your login credentials, refraining from permitting any other individual to utilise them, and ensuring robust security measures are in place for your personal systems. Should you become aware of any unauthorised utilisation of your password or any security breach affecting your account or the associated email address, it is imperative that you promptly notify us.

Furthermore, you hereby concur not to employ open-text fields within any of StringlineApps' systems or services for the storage of personal data, except when such fields explicitly solicit personal data—such as a first name or last name—credit card specifics, tax identifiers, or bank account information. Additional insights on safeguarding your data can be accessed in our resources for small businesses and through our provided guidelines.

Apps and third-party products

To help make your StringlineApps experience even more user friendly, the StringlineApps ecosystem includes apps and other products and services made available by trusted partners through Stringline.

27. Other services: Some of our services, such as multi-currency functionality, are available through other companies' services, such as The Apple App Store or XE.com. These companies may have additional terms that apply to you, such as the [XE.com terms and conditions](#) for the use of the XE Currency Data Feed service.
28. Stripe: Your use of Stripe subscription service from within our services is subject to separate Stripe terms.
29. Third-party products: Along with the use of our services, you may use data, services and apps from other companies (third-party products), for example, those we make available in the StringlineApps Ecosystem. Any third party providing a third-party product is a provider and is independent of us, so be aware that a provider may also charge you fees in addition to what you pay us.
30. StringlineApps Ecosystem: Depending on your region, you may be able to purchase our services or third-party products through the StringlineApps Ecosystem. When you connect your subscription to an app, you're responsible for paying all fees and taxes associated with your use of that app.
31. Third-party terms and descriptions: Third-party offerings are governed by the terms, conditions, and privacy notifications established by their respective providers. These encompass crucial facets such as pricing structures, refund policies, and the utilisation of data that you furnish to these providers. It is imperative that you thoroughly review and validate your concurrence with their terms and conditions, comprehending

their methodologies, prior to initiating any connections with them.

The depictions of third-party products that we disseminate, along with any accompanying hyperlinks, have been furnished to us by the providers themselves. While we conscientiously endeavour to verify the precision of these descriptions, the providers bear sole accountability for the representations contained therein. We neither endorse nor undertake any liability for third-party products.

32. Use of your data to connect you to third party products: If you choose to connect your subscription to third-party products, we will use your personal data for that connection. Where we receive data as a result of that connection, we will use that data in line with our [privacy policy](#) and these terms. If that third-party product is the Gmail app, our use of any data received from Gmail APIs will also comply with [Google's Limited Use Requirements](#).

33. Payments to StringlineApps: Just so you know, some third-party providers may pay StringlineApps a fee that may be related to: referrals from StringlineApps; revenue made by the provider; or data that the providers access about you through our services with your consent.

Maintenance, downtime and data loss

We try to minimise any downtime, but sometimes it's necessary so we can keep our services updated and secure. You also may have occasional

access issues and may experience data loss, so backing up your data is important.

34. Availability: We make an effort to ensure our services are always accessible and offer online assistance. Sometimes, we have to do maintenance on our services, which might mean they are temporarily not available. We do our best to keep these times short. If we plan to do maintenance, we'll try to let you know beforehand, although we can't guarantee it.
35. Access issues: Occasionally you might not be able to access our services and your data. This might happen for any number of reasons, at any time.
36. Data loss: Data loss is an unavoidable risk when using any technology. You're responsible for maintaining copies of your data entered into our services.
37. No compensation: Whatever the cause of any downtime, access issues or data loss, your only recourse is to discontinue using our services.
38. Problems and support: If you have a problem, we have excellent support articles available through StringlineApps Help And Support Page (Insert link to help and support here) that should help you with most situations.
39. Modifications: We frequently release new updates, modifications and enhancements to our services, and in some cases discontinue features. Where this occurs, we'll endeavour to notify you where practical (for example, by email, on our blog, or within our services when you log in).

Do's and don'ts

This section outlines how you can (and can't) use our services.

40. Feedback: We love your feedback and may use it without restriction.

41. Help using our services: We provide a lot of guidance and support to help you use our services. You agree to use our services only for lawful business purposes and in line with the instructions and guidance we provide.

42. Limitations: Some of our services may be subject to limits such as a cap on the number of monthly transactions.

43. No-charge or beta services: Occasionally we may offer a service at no charge – for example a beta service, or a time-limited trial account. Because of the nature of these services, you use them at your own risk.

44. While we can't cover everything here, we do want to highlight a few more examples of things you must never do:

- Undermine the security or integrity of our computing systems or networks.
- Use our services in any way that might impair functionality or interfere with other people's use.
- Access any system without permission.
- Introduce or upload anything to our services that includes viruses or other malicious code.
- Share anything that may be offensive, violates any law, or infringes on the rights of others.
- Modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer or extract the source code of any part of our services.
- Resell, lease or provide our services in any way not expressly permitted through our services.
- Repackage, resell, or sublicense any leads or data accessed through our services.

- Commit fraud or other illegal acts through our services.
- Act in a manner that is abusive or disrespectful to a StringlineApps employee, partner, or other StringlineApps customer. We will not tolerate any abuse or bullying of our StringlineApps employees in any situation and that includes interaction with our support teams.

Termination

You can easily terminate your subscription with one month's written notice. We may terminate your subscription as well with the same notice. If you violate these terms, we may terminate your subscription immediately.

45.   Subscription period: Your subscription continues for the period covered by the subscription fee paid or payable. At the end of each billing period, these terms automatically continue for a further period of the same duration as the previous one, provided you continue to pay the subscription fee in accordance with the pricing plan. You may choose to terminate your subscription at any time by providing one month's written notice in advance. You'll still need to pay all relevant subscription fees up to and including the day of termination.

46.   Termination by StringlineApps: StringlineApps may choose to terminate your subscription at any time by providing you with one month's written notice in advance. StringlineApps may also

terminate or suspend your subscription or access to all or any data immediately if:

- you breach any of these terms and do not remedy the breach within 14 days after receiving notice of the breach,
- you breach any of these terms and the breach cannot be remedied,
- you fail to pay subscription fees, or
- you or your business become insolvent, your business goes into liquidation or has a receiver or manager appointed over any of its assets, you become insolvent or make any arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction.

47. No refunds: No refund is due to you if you terminate your subscription or StringlineApps terminates it in accordance with these terms.

48.   Retention of your data: Once a subscription is terminated by you or us, it is archived and the data submitted or created by you is no longer available to you. We retain it for a period of time consistent with our data retention policy, during which, as a subscriber, you can reactivate your subscription and once again access your data by paying the subscription fees.

Liability and indemnity

This section outlines liability terms between us and both subscribers and invited users.

49. You indemnify us: You indemnify us against all losses, costs (including legal costs), expenses, demands or liability that we incur arising out of, or in connection with, a third-party claim against us relating to your use of our services or any third-party product (except as far as we're at fault).

50. Disclaimer of warranties: Our services and all third-party products are made available to you on an "as is" basis. Subject to the exclusion in section 56, we disclaim all warranties, express or implied, including any implied warranties of non-infringement, merchantability and fitness for a particular purpose.

51. Limitation of liability: Other than liability that we can't exclude or limit by law, our liability to you in connection with our services or these terms, in contract, tort (including negligence) or otherwise, is limited as follows:

- We have no liability arising from your use of our services for any loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings, legal, tax or accounting compliance issues, damage to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense.

- For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available backups.

- Our total aggregate liability to you in any circumstances is limited to the total amount you paid us for your subscription in the 12 months immediately preceding the date on which the claim giving rise to the liability arose.

Disputes

This section outlines how disputes may be resolved.

52. Dispute resolution: Most of your concerns can be resolved quickly and to everyone's satisfaction by contacting our support team by emailing contact@stringlineapps.com.au. If we're unable to resolve your complaint to your satisfaction (or if we haven't been able to resolve a dispute we have with you after attempting to do so informally), you and we agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. You and we agree that any dispute must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

Important housekeeping

Here we set out some additional terms. Take a read as they cover important issues.

53. No professional advice: It's important to note that StringlineApps does not operate as any type of professional

services company and does not engage in offering any form of professional guidance. While we might share information that we believe could be beneficial for managing a small business, please understand that this is not a replacement for professional advice. We cannot be held responsible for how you use this information in such a manner.

54. Events outside our control: We do our best to control the controllables. We aren't liable to you for any failure or delay in performance of any of our obligations under these terms arising out of any event or circumstance beyond our reasonable control.

55. Notices: Any notice you send to StringlineApps must be sent to contact@StringlineApps.com. Any notices we send to you will be sent to the email address you've provided us through your subscription.

56. Exclusion: In some places, there may be non-excludable warranties, guarantees or other rights provided by law (non-excludable guarantees). They still apply – these terms do not exclude, restrict or modify them. Except for non-excludable guarantees and other rights you have that we cannot exclude, we're bound only by the express promises made in these terms. Our liability for breach of a non-excludable guarantee is limited, at our option, to either replacing or paying the cost of replacing the relevant service (unless the non-excludable guarantee says otherwise).

57. Excluded terms: The terms of the United Nations Convention on Contracts for the Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) do not apply to these terms.

58. Blocking your access, disabling your subscription, or refusing to process a payment: As our sites are global, different laws may apply in different countries that restrict our relationship with you. We may block your access, terminate your subscription, or refuse to process a payment if we reasonably believe there's a risk – like a potential breach of a law or regulation – associated

with you, your company, your subscription, or a payment. We may take any of these actions without notice.

59. Relationship between the parties; assignment: Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us, or between you and any other subscriber or invited user. You're solely responsible for resolving disputes between you and any other subscriber or invited user. StringlineApps may assign these terms – or any of our rights or obligations in these terms – to another StringlineApps entity as it deems appropriate. StringlineApps entities are the companies controlled by or under common control with Green Gecko PTY LTD.

60. Changes to these terms: We might choose to modify these terms of use at times. However, rest assured that changes won't apply to things that happened in the past, and if we do make changes, we'll do our best to inform you. You can stay updated on changes to our terms by checking the version and the date of the last update at the beginning of the terms. Generally, we aim to provide you with a notice of significant changes at least 30 days before they take effect, unless immediate changes are necessary due to circumstances beyond our control. When we inform you, we'll do so via email or by posting a noticeable notification within our services. If a change isn't significant, we might not notify you. If you disagree with a modified term, you can cancel your subscription by following the standard notice procedure for ending your association with StringlineApps.

61. Enforcement of terms: If there's any part of these terms that either one of us is unable to enforce, we'll ignore that part but everything else will remain enforceable.

62. Interpretation: Words like 'include' and 'including' are not words of limitation and where anything is within our discretion we mean our sole discretion.