

# Software License Agreement

## Terms and Conditions

This license agreement (the “Agreement”) is a legal agreement between you, a single legal entity identified in the registration information (“you”, “your”, “licensee” or “user”), and E Funding Pty Ltd (ABN: 61 145 999 828), trading as iinvoice (“iinvoice”, “we”, “our” or “us”). This Agreement governs your and your agent’s access to and use of the iinvoice’s online invoicing software (the “Software”). You must accept the terms of this Agreement before accessing or otherwise using such Software or any of the Services that may be provided by iinvoice under this License Agreement (the “Services”). The Services are subject to the terms and conditions contained in this Agreement as well as other agreements prescribed in the Application. To access and use the Software and Services, you must have access to the internet. You are responsible for all internet and mobile device fees incurred in using the Software and Services.

### 1. LICENSE GRANT AND RESTRICTIONS.

Subject to the terms and conditions of this Agreement, iinvoice grants you a personal, limited, non-exclusive, non-transferable license, to electronically access and use the Software solely to manage your financial data.

The term “Software” includes any other programs, tools, internet-based services, components and any “updates” (for example, Software maintenance, service information, help content, bug fixes, or maintenance releases etc.) of the Software that iinvoice provides or makes available to you.

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### 2. USER ID AND PASSWORD SECURITY.

You are solely responsible for (i) maintaining the confidentiality and security of access number(s), password(s), security question(s) and answer(s), login information, and any other security or access information, used by you to access the Software (“Access Information”) and (ii) preventing unauthorized access to or use of the information, files or account data that you store or use in or with the Software.

### 3. RESERVATION OF RIGHTS AND OWNERSHIP.

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#### **4. PRIVACY.**

For details about iinvoice's privacy policies, please refer to the iinvoice Privacy Statement, accessible via our home page. You agree to the terms and conditions of the [www.iinvoice.com](http://www.iinvoice.com), as it may be amended from time to time, which is incorporated herein by reference.

#### **5. FEEDBACK.**

iinvoice may provide you with a mechanism to provide feedback, suggestions and ideas about the Software, Services or other iinvoice online products and services ("Feedback"). You agree that iinvoice may, in its sole discretion, use the Feedback in any way, including in future modifications of the Software, Services, multimedia works and/or advertising and promotional materials relating thereto. You hereby grant iinvoice a perpetual, worldwide, fully transferable, non-revocable, royalty free license to use, reproduce, modify, create derivative works from, perform, distribute and display for any purpose any information you provide to iinvoice in the Feedback.

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#### **7. LIMITATION OF LIABILITY.**

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**8. CONSENT TO CONDUCT BUSINESS ELECTRONICALLY (“CONSENT”).**

(i) Consent to Electronic Communications. iinvoice may be required by law to send Electronic Communications (as defined below) to Licensee that may pertain to the Software, the use of information Licensee may submit to iinvoice, and any applicable Services. Licensee agrees that iinvoice may send Electronic Communications to Licensee by email and/or may make Electronic Communications available to Licensee by posting them at one or more of our sponsored websites, such as [www.iinvoice.com](http://www.iinvoice.com). Licensee consents to receive these Electronic Communications electronically.

The term “Electronic Communications” means any notice, record, agreement, or other type of information that is made available to Licensee or received from Licensee in connection with the Software and any applicable Services.

(ii) Consenting to Do Business Electronically. The decision whether to do business electronically is Licensee’s, and Licensee should consider whether Licensee has the required hardware and software capabilities described below. Licensee’s consent to do business electronically, and our agreement to do so, applies to this Agreement, the Software and any applicable Services.

(iii) Hardware and Software Requirements. In order to access and retain an electronic record of Electronic Communications, Licensee will need: a computer, a monitor, a connection to an Internet service provider, an Internet browser software that supports 128-bit encryption, and an e-mail address. By selecting the “I have read and agree to the Terms of Service” button, Licensee is confirming to us that Licensee has the means to access, and to print or download, Electronic Communications. We do not provide ISP services. Licensee must have its own Internet service provider.

(iv) Withdrawal of Consent. If Licensee later decides that it does not want to receive future Electronic Communications, it may write to us clearly stating the desire to withdraw consent of Electronic Communications. If Licensee withdraws the consent to receive Electronic Communications, we may terminate Licensee’s use of the Software or any applicable Services.

(v) Changes to Email Address. In order to provide you with the Communications, you agree to notify us promptly of any change in your email address.

(vi) Printing. Licensee may print any Electronic Communications by using the web browser’s print function.

**9. MISCELLANEOUS.**

This Agreement (and any additional terms and conditions with which iinvoice amends or supplements this Agreement), is a complete statement of the agreement between you and iinvoice, and sets forth the entire liability of iinvoice and its Suppliers and your exclusive remedy with respect to the Software and Services and their use. You agree that iinvoice is not acting as your agent or fiduciary in connection with your use of the Software or any Services. The Suppliers, agents, employees, distributors, and dealers of iinvoice are not authorized to make any additional representations, commitments, or warranties binding on iinvoice. Any waiver of the terms herein by iinvoice must be in a writing signed by an authorized officer of iinvoice and expressly referencing the applicable provisions of this Agreement. iinvoice shall be not be liable for any default or delay in the performance of its obligations under this Agreement to the extent its performance is delayed or prevented due to causes beyond its reasonable control, such as acts of God, natural disasters, terrorist acts, war or other hostilities, labor disputes, civil disturbances, the

actions or omissions of third parties, electrical or communication system failures, or governmental action. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. This Agreement will be governed by the law of the state of Queensland as applied to agreements entered into and to be performed entirely within the Commonwealth of Australia, without regard to its choice of law or conflicts of law principles that would require the application of law of a different jurisdiction, and applicable federal law. The parties hereby consent to the exclusive jurisdiction of the courts of New South Wales. Headings are included for convenience only, and shall not be considered in interpreting this Agreement. As used in this Agreement "including" means "including but not limited to." This Agreement does not limit any rights that iinvoice may have under trade secret, copyright, patent or other laws.

#### **10. AMENDMENT.**

iinvoice shall have the right, to change or add to the terms of its Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of Software and Services (including but not limited to Internet based services, pricing, technical support options, and other product-related policies) upon notice by any means iinvoice determines in its discretion to be reasonable, including posting information concerning any such change, addition, deletion, discontinuance or conditions in Software or on any iinvoice sponsored web site, including but not limited to [www.iinvoice.com](http://www.iinvoice.com). Any use of the Software by you after iinvoice's publication of any such changes shall constitute your acceptance of this Agreement as modified.

#### **11. TERMINATION.**

This Agreement shall become effective and shall continue in force for the subscription period (one month, i.e. from the subscription day to one day before the corresponding day of the next month, or if there is no such day, to the end of the next month. Except otherwise specified in the applicable form, all subscription shall automatically renew for additional subscription period subject to your payment for the subscription fee for the period. If you fail to pay the subscription fee, our Service will immediately cease. You can unsubscribe our Service by submitting the applicable form, and no refund will be available in this case.

Your rights under this Agreement may be terminated or suspended by iinvoice immediately and without notice if you or any of its authorized users fails to comply with any term or condition of this Agreement or you no longer consent to receive Electronic Communications in accordance with Section 8. Additionally, iinvoice reserves the right (but has no obligation) to delete all Access Information and account data stored on iinvoice's servers if you do not use the Software for more than three months. Upon termination you must immediately cease using the Software and Services. Any termination of this Agreement shall not affect iinvoice's rights hereunder. Further, you agree that upon termination of the Agreement as provided in this Section 11, iinvoice shall not be liable to you or any third party for any termination of your access to the Software or deletion of your Access Information and account data. You agree to defend, indemnify and hold iinvoice harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to lawyers' fees) arising from your or any of your authorized users' violation of this Agreement, state or federal laws or regulations, or any third party's rights, including but not limited to infringement of any copyright, violation of any proprietary right or invasion of any privacy rights. This obligation will survive the termination of the Agreement.

## 12. FEES AND PAYMENT.

The applicable fee shall be as made available on the website from time to time. If you elect not to pay such fees, iinvoice shall have the right to cease providing the Services to you.

A valid credit card is required for making transactions but you are not required to provide a credit card number for the use of Free Trial service. You are billed one month in advance for the any chargeable Services. If you don't upgrade/downgrade/renew/cancel that account within one month, your account shall be deemed to be inactive and will be closed after notifying you about the same. An upgrade from the free plan to any paid plan will end your free trial. You will be billed for your first month immediately upon upgrading. While upgrading from one paid plan to another paid plan, your new plan will be considered active immediately. Downgrading your Service would mean that you will be entitled to the features limited to the downgraded plan.

The Service is billed in advance on a monthly basis. There will be no refunds or credits for partial months of service, or refunds for months unused with an open account in case you are unsubscribing. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities other than GST (i.e. GST is inclusive), and you shall be responsible for payment of all such taxes, levies, or duties.

Please note that our FREE TRIAL package is not on monthly basis. Till the time you use free account, you will be entitled to a limited number of invoices per one month period and similarly, with other features also.

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