

AutoReconcile Website Terms and Conditions

These terms and conditions (**Terms and Conditions**) regulate the business relationship between you, a user of this website www.AutoReconcile.com.au (**AutoReconcile Website**), and Parts Check Pty Ltd (ACN 145 988 183) trading as AutoReconcile (**AutoReconcile, we, us, or our**).

1. AutoReconcile Terms and Conditions

1.1 AutoReconcile

We offer statement matching software (**Application**) via the AutoReconcile Website. The application detects and highlights matches, discrepancies and missing records from statements.

1.2 Application

These Terms and Conditions and our Privacy Policy apply:

- (a) so far as the context allows, to you as a visitor to the AutoReconcile Website; and
- (b) to you, if you are a member of the Application.

1.3 Membership

- (a) In order to use the Application, you must become a member and pay the Fees.
- (b) You are able to become a member by registering on the AutoReconcile Website and following the prompts. Please ensure that you provide accurate and complete information when creating your account.
- (c) If we accept your application to become a Member, you will be appointed, on a non-exclusive basis, to be a member (**Member**). We reserve the right to accept or reject any applications for membership in our complete discretion.

1.4 AutoReconcile Account

- (a) In order to use the Application, you will be required to set up an account (**AutoReconcile Account**) and you will be issued with a PIN or password by AutoReconcile.
- (b) You agree to take responsibility for the safekeeping of your PIN or password.
- (c) You are liable for any actions resulting from any unauthorised use of your AutoReconcile Account, your PIN or password.
- (d) You agree to release and indemnify AutoReconcile in relation to any loss or liability arising out of the unauthorised use of your AutoReconcile Account, PIN or password.

2. Using the Application

2.1 Using the Application

- (a) After you become a Member and set up your AutoReconcile Account, you can begin statement matching.

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- (b) Due to many different statement formats, we may need to create unique maps for your data so that it can be automatically imported into the application. If we determine that a statement cannot be automatically imported:
 - (1) The application will immediately notify you on screen that an error has occurred.
 - (2) The document will be submitted to our support team for processing.
 - (3) We will attempt to create a unique map for your data within 1 business day and advise you when completed.
 - (4) If we are unable to successfully import the data, we will notify you as to the problem.
 - (5) We cannot guarantee all documents can be processed. This may be due to format, password protection or other reasons.
- (c) As a Member, you agree to:
 - (1) comply with the reasonable directions of AutoReconcile, in order for AutoReconcile to perform its obligations under these Terms and Conditions; and
 - (2) notify us when there have been any changes to any details you have provided us in establishing the AutoReconcile Account.

2.2 AutoReconcile Limitations

As a Member you agree that:

- (a) any dates quoted for delivery of unique statement maps are approximate only, and the time of delivery is not of the essence;
- (b) AutoReconcile will not be liable for any delay in delivery of unique statement maps whatsoever; and
- (c) AutoReconcile notifications will appear within the application Dashboard. This will include information pertaining to delays or where an issue with a statement cannot be resolved.

3. Application Fees

3.1 Payment for the Application

- (a) You agree to pay the Fees for the Application and any other services offered by AutoReconcile (**Additional Services**), an invoice for which shall be issued to you by AutoReconcile each month.
- (b) Payment is due within 14 days of the date of the invoice issued by AutoReconcile.
- (c) All prices are exclusive of GST, except where otherwise indicated.

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3.2 Failure to pay

If you fail to pay an invoice within the time referred to in paragraph 3.1(b), AutoReconcile may do one or more of the following:

- (a) restrict or suspend your use of the Application in accordance with paragraph 5.3(a) below; and/or
- (b) terminate these Terms and Conditions, in accordance with its terms.

4. Our Liability

4.1 Without limitation to your rights under the Australian Consumer Law, you acknowledge that:

- (a) AutoReconcile has not made any representations or warranties in relation to the Application or its capabilities; and
- (b) it is your responsibility to satisfy yourself in relation to the suitability of the Application.

4.2 AutoReconcile does not give any warranty nor accept any liability in relation to performance or non-performance of its obligations under these Terms and Conditions except to the extent, if any, required by law or specifically provided for in these Terms and Conditions.

4.3 Our liability for any breach of any implied warranty or consumer guarantee is limited to refunding the last month's fee only.

4.4 All limitations of liability under these Terms and Conditions shall apply for the benefit of AutoReconcile's employees and agents to the same extent as they apply for the benefit of AutoReconcile against you or anyone claiming through or under you.

4.5 AutoReconcile excludes all liability for loss or damage in relation to:

- (a) the accuracy, completeness or quality of information supplied as part of the Application or contained within any Report produced as a result of the Application; and
- (b) any decision made by a Member or any third party using information supplied as part of the Application or contained within any Report produced as a result of the Application.

4.6 To the maximum extent permitted by applicable law, in no event will AutoReconcile be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Application, the AutoReconcile Website, with the delay or inability to use the Application, the AutoReconcile Website or related services, the provision of or failure to provide services, or for any information, goods, service and related graphics obtained through the Application, the AutoReconcile Website, or otherwise arising out of the use of the Application, the AutoReconcile Website, whether based on contract, tort, negligence, strict liability or otherwise, even if AutoReconcile has been advised of the possibility of damages.

4.7 When using tools we have provided to extract data from, or insert data into a third party application (such as an accounting package), we have done our utmost to ensure accuracy and best practice methods. However, it is your responsibility to make any backups prior to using such tools as necessary, and to verify the data has been extracted or inserted accurately and completely. We are not liable for any loss, corruption or performance issues as a result of our tools provided.

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5. Use of the Application and AutoReconcile Website

5.1 Use of the Application and the AutoReconcile Website

- (a) The AutoReconcile Website may contain links to other websites (**Linked Sites**). The Linked Sites are not under the control of AutoReconcile and AutoReconcile is not responsible for the contents of any Linked Site, including without limitation any link contained within a Linked Site, or any changes or updates to a Linked Site.
- (b) As a condition of your use of the Application and the AutoReconcile Website, you warrant to AutoReconcile that you will not use the Application or the AutoReconcile Website for any purpose that is unlawful or prohibited by these Terms and Conditions.
- (c) You may not use the Application or the AutoReconcile Website in any manner which could damage, disable, overburden, or impair the Application or the AutoReconcile Website or interfere with any other party's use and enjoyment of the Application or the AutoReconcile Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the AutoReconcile Website.
- (d) All information, advice or other data on the AutoReconcile Website is provided as general information only and should not be relied upon.
- (e) Without limitation to your rights under the Australian Consumer Law, you acknowledge that AutoReconcile provides this service, the Application and the AutoReconcile Website "AS IS" and that AutoReconcile is not making and has not made any warranty or representation as to the goods or services suitability for any particular purpose other than the mandatory statutory warranties.
- (f) If you are dissatisfied with any portion of the AutoReconcile Website, or with any of these Terms and Conditions, your sole and exclusive remedy is to discontinue using the AutoReconcile Website.

5.2 Security of the AutoReconcile Website

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information (including personal information) which you transmit to us. Accordingly, any information which you transmit to us via the AutoReconcile Website is transmitted at your own risk.

5.3 Suspension or modification

- (a) AutoReconcile reserves the right, for any reason (including but not limited to the non-payment of Fees), at any time without notice, to modify, suspend access to, or restrict the functionality of, the Application or the AutoReconcile Website (or any part thereof), or to cease providing the AutoReconcile Website.
- (b) AutoReconcile will endeavour to provide prior notice to Members of such circumstances; however we are unable to guarantee that such prior notice will be given in all instances.

5.4 Maintenance

- (a) In particular (but without limitation to the generality of paragraph 5.3 above), you acknowledge and agree that we may, at any time without notice, modify, suspend access to, or to restrict the functionality of, the Application and the AutoReconcile

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Website to carry out scheduled, preventative or corrective maintenance of the Application or the AutoReconcile Website.

- (b) AutoReconcile will endeavour to provide prior notice to Members of such circumstances; however we are unable to guarantee that such prior notice will be given in all instances.

5.5 Access to your AutoReconcile Account

- (a) We may, from time to time, need to access your AutoReconcile Account in order to conduct maintenance or to monitor your compliance with these Terms and Conditions.
- (b) You consent to us accessing your AutoReconcile Account for these purposes.

5.6 No liability

You agree that AutoReconcile shall not be liable to you or any third party for any loss arising out of AutoReconcile exercising its rights under this paragraph 5.

6. Indemnity

You agree to indemnify us, keep us indemnified and hold us harmless, against any:

- (a) claims against us; or
- (b) loss (including all direct, indirect, special or consequential loss) suffered by us,
- (c) arising from or in connection with:
- (d) the negligent acts or omissions of you or your employees, agents or contractors; or
- (e) any breach of these Terms and Conditions; or
- (f) any claim or demand, including reasonable legal fees, made by any third party due to or arising in any way out of your use of the Application, your AutoReconcile Account, the AutoReconcile Website, or the infringement by you, or by any other person using your computer or device, of any intellectual property right of any person.

7. Intellectual Property Rights

- (a) You acknowledge that:
 - (1) we, or our related bodies corporate (as defined in the *Corporations Act 2001* (Cth)), own or are licensed to use all Intellectual Property Rights in the Application and the AutoReconcile Website (including, but not limited to, any images, photographs or text which appears on the AutoReconcile Website or in the Application). You agree that you will not make any representations to the contrary, and that you will not use or copy the Application or the AutoReconcile Website in any manner that is inconsistent with the rights of the owner or licensee of such Intellectual Property Rights. For the purposes of these Terms and Conditions, Intellectual Property Rights shall mean all current and future registered and unregistered rights in respect of copyright, circuit layouts, designs, trade marks, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967; and

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- (2) any trade marks or logos which appear on the AutoReconcile Website or the Application are owned by or licensed to AutoReconcile or its related bodies corporate, and you must not do anything to prejudice the rights of the trade mark owner or licensee to such trade marks or logos.
- (b) Without limitation to paragraph 7(a), any Intellectual Property Rights which exist in the Reports, excluding the data which is provided by you, shall vest in AutoReconcile.

8. Privacy

8.1 Personal Information and Consent

- (a) By setting up an AutoReconcile Account and becoming a Member, you will have provided personal information to AutoReconcile.
- (b) If you have selected that you agree to receive promotional material, you consent to receiving any material that AutoReconcile sends to you as a result of becoming a Member.
- (c) If at any time you do not wish to receive any further promotional material from AutoReconcile you may unsubscribe by simply sending an email with the subject line "unsubscribe" to support@autoreconcile.com.au.
- (d) We will comply with the terms of our privacy policy, which can be found here <http://www.autoreconcile.com.au/wp/privacy> and you consent to the terms of that privacy policy.

8.2 Linked Sites

AutoReconcile is not responsible for the privacy practices of sites linked to it via hyperlinks, banner advertising or other means. Please take care at all times to check the privacy policy of the site you are visiting.

9. Termination

- (a) We reserve the right, in our sole discretion, to terminate your access to the AutoReconcile Website, your AutoReconcile Account and any related services, including the Application, or any portion thereof at any time, without notice or otherwise in accordance with the terms and conditions contained herein.
- (b) We may terminate your access to the Application immediately by written notice if you have failed to pay the Fees for more than 30 days from the due date.
- (c) Either party may terminate these Terms and Conditions on 30 days' written notice if:
 - (1) the other party is in breach of these Terms and Conditions and it has failed to remedy the breach within 5 business days of receipt of a written notice specifying the breach and requiring its remedy; or
 - (2) the other party in breach of these Terms and Conditions and that breach is not capable of remedy.
- (d) Termination shall not prejudice or affect any right or action which shall accrue or shall later accrue to either party.

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10. Consequences of Termination

Upon termination of these Terms and Conditions:

- (a) all Fees owing by you become immediately due and payable to AutoReconcile;
- (b) we will deactivate your AutoReconcile Account, along with access to areas of the AutoReconcile Website accessible only to Members;
- (c) after 60 days, we may delete any data or files in your AutoReconcile Account and/or prohibit any further access to such data or files; and
- (d) you must return to AutoReconcile or (if requested by AutoReconcile) destroy all confidential information or other data belonging to AutoReconcile.

11. General

11.1 Governing Law and Jurisdiction

These Terms and Conditions are governed by the laws in force in Queensland, Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

11.2 Whole Agreement

These Terms and Conditions supersedes all prior representations, arrangements, understandings and agreements between the parties and represents the entire complete and exclusive understanding and agreement between the parties relating to the subject matter of these Terms and Conditions.

11.3 Severability

If anything in this document is or is determined to be unenforceable, illegal, voidable or void in a jurisdiction then it is severed for that jurisdiction and the rest of this document remains in full force and effect in all other jurisdictions.

11.4 Force Majeure

- (a) If AutoReconcile is prevented from, or delayed in, performance an obligation by an event of Exceptional Circumstance (defined below) then those obligations of AutoReconcile are suspended for the duration of the event of Exceptional Circumstance. You must use all reasonable endeavours to remove or mitigate your any loss arising from, and the effects of, the event of Exceptional Circumstance.
- (b) In these Terms and Conditions, the term “**Exceptional Circumstance**” means a circumstance beyond the reasonable control of AutoReconcile which results in it being unable to observe or perform on time an obligation under these Terms and Conditions. Such circumstances include, but are not limited to, the following:
 - (1) adverse changes in government regulations;
 - (2) any disaster or act of God, lightning strikes, atmospheric disturbances, earthquakes, floods, storms, explosions, fires and any natural disaster;
 - (3) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution, cyber-attacks, viruses or malware, data loss as a result of the actions of a third party;

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- (4) strikes or industrial disputes;
- (5) materials or labour shortage; and/or
- (6) acts or omissions of any third party network providers (such as internet, telephony or power providers).

12. Consent

12.1 Your consent

By using the AutoReconcile Website, establishing an AutoReconcile Account and becoming a Member to use the Application, you are agreeing to these Terms and Conditions.

12.2 Change in Terms and Conditions

- (a) We reserve the right to modify these Terms and Conditions as our business needs require.
- (b) We will post such changes on the AutoReconcile Website, and if you are a Member we will notify you that changes to our Terms and Conditions have occurred, after which, your continued use of the AutoReconcile Website will be deemed to be your agreement to the modified terms.