

**Welcome to BmSoft. An online tailored solution for all your accounting needs, especially intended for accountants and small businesses. These terms of use are proposed to make clear our obligations. Please go through them carefully.**

These terms are requisite on the use of service provided by BmSoft and are applicable from the time you start to use the service.

BmSoft reserves the right to change these terms at any time, especially as the service will progress over time. All efforts will be made to communicate these changes through various channels. It is your responsibility to read, understand and abide to the existing current terms. By registering to use our service you acknowledge that you have read and understood these terms and agreed to these terms on behalf of any person or entity for whom you may use the BmSoft services.

## 1. DEFINITIONS

- **Agreement**  
means the 'terms of use'.
- **BmSoft**  
means BmSoft Limited and all its subsidiaries and sister concerns, current & future.
- **Business day**  
means a week day except public holidays in NZ or days on which banks are generally closed.
- **Fee**  
means the monthly fee (excluding any taxes and duties) and charges due in agreement with the fee outlined by BmSoft.
- **Confidential Information**  
includes all information exchanged between the parties to this agreement in writing, digitally or verbally.
- **Data**  
means any information or data fed by you or by your authority into BmSoft website.
- **Intellectual Property Right**  
means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how or any other intellectual or industrial property rights, anywhere in the world registered or not.
- **Loss or Claim**  
means any loss, damage, expense, actions or proceedings due to another's negligence, a breach of contract or other wrongdoing.
- **Personal Information**  
means terms as defined in Privacy Act 1993.
- **Professional Partners/Accountants**  
means a professional who provides bookkeeping, accounting or similar services to a person, persons or an entity and/or who is appointed by you.
- **Service**  
means the online accounting and financial/business management services accessible via the Website.

- **Third Party**  
means any person or entity contracted with to provide the BmSoft service including all other service providers engaged for delivery, maintenance, supervision, protection, management, and administration of BmSoft service.
- **User**  
means a person or entity authorised by you BmSoft
- **Website**  
means the internet site [www.bmsoft.co.nz](http://www.bmsoft.co.nz) or any other site operated by BmSoft
- **You**  
means the person or entity registered to use the BmSoft services including professionals

## 2. TERMS & CONDITIONS

### 2.1 GENERAL

- BmSoft authorizes You the right to access and use BmSoft service through the Website according to your subscription. This right is non-transferable.
- You must use the BmSoft service and website for your own lawful business purposes in accordance with these terms and conditions.
- You will not impede the operations of BmSoft; copy, reproduce, modify, disassemble, reverse engineer any part from BmSoft except where permissible; use or misuse in any manner that may threaten the functionality and performance of BmSoft may lead to action.
- You will not try to attain unauthorized access to any material except that you have access to.
- You will not put any files or material on the website that may cause any damage or offence, or violate any law.
- To enable us to fulfill our obligations to you or third parties, you must behave what we consider appropriate; and authorize us to give any instructions in order to provide BmSoft service to you.
- To prevent unauthorized access to your account all reasonable precautions must be taken to ensure your username and password is not misused and are kept secure and confidential. You must not share your username or password with anyone; you must not let anyone acting on your behalf use your username and password; be cautious when using BmSoft from public computers; reset your password if suspicious that someone may know your password; you are liable if your username and password are used by unauthorized person or entity.
- As you can add more users to BmSoft, their use of BmSoft is subject to these terms and conditions. It is your responsibility to ensure that they read, understand and abide by the terms and conditions. By providing access to your users, they can view and modify your data. You can prevent them from using BmSoft by removing them from your user list.
- Changes made to your account or any change in details has to be provided to BmSoft. You may be required to provide proof of change.
- BmSoft has a privacy policy in place. It is your responsibility to read the policy. It is taken that you have agreed to the policy when you accept the terms and conditions.
- You do not have any intellectual property rights to BmSoft specifically in relation to our software, templates, trademarks, business name, logos, marketing material, operational style, process or methodologies. You must not use, reproduce or modify these intellectual property rights.
- You agree to any systems, process or methodologies arising from your use of BmSoft, becomes our intellectual property.

- If you use or enable any third party application, BmSoft is not responsible for any disclosure, modification or deletion of your data resulting from the access or usage of third party applications.
- You will not disclose any Confidential Information to any person or entity. Failure to do so may lead to termination.
- It is BmSoft's intention to provide 24x7 service to all its users; it is possible due to maintenance or any other improvement activity the BmSoft service or website maybe unavailable. Reasonable efforts will be made to inform in advance details of such activity on the website.
- Use of BmSoft service may be subject to limitations depending on your subscription. Any such limitations will be mentioned in your contract and is your responsibility to read and understand these limitations.
- By accepting the terms and conditions you agree to BmSoft terms and conditions and indemnify BmSoft against all claims, cost, damage and loss; breach of any of these terms and conditions or any other obligation that you may have towards BmSoft including any costs are subject to legal action.
- Neither party is liable for any delay or failure in performance of its obligations due to a cause outside its reasonable control.
- Any notice given by or to either party must be given in writing.
- NZ law governs these terms and conditions and any dispute arising out of or in connection with these terms and conditions will be settled in the exclusive jurisdiction of the courts of NZ.

## **2.2 INVOICING & PAYMENTS**

- A monthly statement/invoice will be generated every month starting from the date you add yourself or your first client or entity to BmSoft account. All invoices will include the Fees for the preceding period.
- It is your responsibility to pay the full amount by the due date specified.
- All payments due to BmSoft, unless specified, are to be increased by GST amount.
- You are responsible for all taxes and duties. BmSoft reserves the right to pass on any charges levied by the bank or any other third party.
- BmSoft holds the right to change the Fee amount, the frequency with which the fee is payable by giving you prior notice before the change takes place.
- If you believe there has been error in the invoice, it is your responsibility to notify us immediately, so that the query can be resolved swiftly.

## **2.3 TERMINATION**

- You can assess the services of BmSoft under the defined trial usage conditions, with no obligation to continue to use the services. If you choose to continue, you will be billed on a monthly basis from the day you first add your billing details. If you choose not to continue using the services, you may give permission to delete your details from the BmSoft website.
- If you have prepaid subscription, no refund will be made by BmSoft, for remaining prepaid subscription for non usage or withdrawal or any other reason.
- The terms and conditions are applicable, unless either party terminates these terms by giving a prior notice of 30 days before the end of the relevant payment period. In case the terms are terminated before or after the end of the relevant payment period, you shall be liable to pay all relevant fees on a pro-rata basis for each day of the then current period up to and including the day of termination.
- You will have 30 days to access and extract all your data from the effective date of termination from the BmSoft system. After which the data will be deleted from BmSoft server.

- If you breach any of the terms and conditions or you or your business becomes insolvent or goes into liquidation, BmSoft may terminate the agreement, suspend the use of services or suspend and terminate the agreement, use of services or website and access to all or any data at its sole discretion.
- Upon termination, You are responsible for any charges accumulated and are due for payment