

Hubdoc Terms of Use

LAST REVISED ON: APRIL 17, 2020

For our most recent Terms of Use, please go to: <https://www.hubdoc.com/terms>

We've updated our Terms of Use to clarify which Hubdoc or Xero entity you contract with for the Hubdoc services. We have also updated the governing law and venue, as well as the arbitration terms, to match the location of that contracting entity.

These changes will go into effect on April 17, 2020. You can view our archived Terms of Use [here](#).

Hubdoc Terms of Use

Our services consist of all the Hubdoc services we provide now or in the future, including the Hubdoc website, web application, mobile application and backend automation tool ("Hubdoc" and the "Service"). Certain features of the Service may be subject to additional guidelines, terms, or rules, which will be posted on the Service in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

You may receive an invoice solely for Hubdoc. However, if Hubdoc is included with your Xero plan and is connected to your Xero organization, then the Service will be included in your invoice for that Xero plan. If you receive a Hubdoc or Xero invoice, you are an "Invoiced User". If you access or use Hubdoc, but do not receive a Hubdoc or Xero invoice, you are an "Additional User" of the applicable Invoiced User's Hubdoc account. When we say "Company", "we", "our" or "us", we are talking about the entity you contract with for the Service, which is an affiliate of Xero Limited (Hubdoc Inc.'s parent company). This entity is set out on the applicable Hubdoc or Xero invoice.

If you are an Invoiced User, for each of your Hubdoc accounts, you are responsible for notifying Additional Users of the entity you have entered into these Terms with. You must do so before they access or use the applicable Hubdoc account. If you are an Additional User, for each Hubdoc account, you must confirm the identity of this entity with the applicable Invoiced User before accessing or using the Hubdoc account.

THESE TERMS OF USE (THESE "TERMS") SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SERVICE. BY ACCESSING OR USING THE SERVICE, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE SERVICE OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST THE AGE OF MAJORITY IN THE JURISDICTION IN WHICH YOU RESIDE AND WORK. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SERVICE.

THIS SERVICE IS FOR BUSINESS USE ONLY AND MAY NOT BE USED FOR PERSONAL, HOUSEHOLD OR CONSUMER PURPOSES. THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 12.4) ON

AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. The Service

1.1 Service Description

Hubdoc is a document automation tool that collects key business documents (by automatically collecting documents from third party websites and by accepting documents that are manually uploaded by users), organizes and securely stores the documents in the cloud, extracts data from the documents, and publishes the documents and associated data to third party accounting and cloud storage platforms.

2. Accounts

2.1 Account Creation

In order to use certain features of the Service, you must register for an account (“Account”) and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Service. Company may suspend or terminate your Account in accordance with Section 11.

2.2 Account Responsibilities

You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify us of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

3. Access to the Service

3.1 License

Subject to these Terms, Company grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Service.

3.2 Certain Restrictions

The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Service, whether in whole or in part, or any content displayed on the Service; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Service; (c) you shall not access the Service in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Service shall be subject to these Terms. All copyright and other proprietary notices on the Service (or on any content displayed on the Service) must be retained on all copies thereof.

3.3 Modification

Company reserves the right, at any time, to modify, suspend, or discontinue the Service (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to

any third party for any modification, suspension, or discontinuation of the Service or any part thereof.

3.4 Ownership of Rights by Company

Excluding any Customer Data (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Service and its content are owned by or licensed to Company or Company's suppliers. Neither these Terms (nor your access to the Service) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited rights expressly set forth in Section 3.1. Company and its suppliers reserve all rights not expressly granted in these Terms. There are no implied licenses granted under these Terms.

3.5 Your Ownership of Customer Data

As between you and the Company, you retain all ownership and intellectual property rights in and to the Customer Data (defined below), and without limiting your obligations in Section 5.2, you grant to Company a non-exclusive, worldwide, royalty-free, irrevocable, fully paid-up right to use, process and transmit Customer Data to provide the Service. You agree that Company may collect and analyze data and other information relating to the provision, use and performance of the Service (including information concerning Customer Data and data derived therefrom), and during and after the Term of these Terms, Company may: (i) use such data and information to improve and enhance the Services for other development, diagnostic and corrective purposes in connection with the Service, or other Company offerings; and (ii) disclose such data solely in aggregated or other de-identified form in connection with its business.

4. Electronic Alerts and Communications

4.1 Electronic Communications

The communications between you and Company use electronic means, whether you use the Service or send us emails, or whether Company posts notices on the Service or communicates with you via email or other electronic alerts. For contractual purposes, you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights. You can disable or enable most alerts from your user settings at any time.

4.2 Electronic Alerts Communicated Via Email

Some electronic alerts will be sent to the email address you have provided as your primary email address for the Service. If your email address changes, you are responsible for informing us of that change. Company strives to provide alerts in a timely manner and with accurate information, but cannot guarantee the successful delivery, timeliness, or accuracy of any alert. You understand and agree that the delivery of alerts may be prevented or delayed by various factors. Company shall not be liable for any delays or failures to deliver any alert, for any errors or inaccuracies in the content of an alert, or for any actions taken or not taken by you or any third party in reliance on an alert.

4.3 Content of Alerts

Alerts are not encrypted and therefore we will never include your password or complete credentials in the contents of an alert. However, alerts may include personal information about

your accounts such as your account balance or the due date for a bill or statement. Anyone with access to your email will be able to view the content of these alerts.

5. Customer Data

5.1 Customer Data

“Customer Data” means any and all information (including login or other account credentials), statements and other content, records, or files that you submit to, or use with, the Service (e.g., content in the user’s profile or postings) and any information statements and other content, records, or files collected on your behalf through the Service (including information belonging to your clients or other third parties on whose behalf you act). As between you and the Company, you are solely responsible for the Customer Data and, except as expressly set out in Company’s Privacy Policy, you assume all risks associated with use of the Customer Data, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of the Customer Data that personally identifies you or any third party. You hereby represent and warrant that the Customer Data does not violate our Acceptable Use Policy (defined in Section 5.2). You may not represent or imply to others that your Customer Data is in any way provided, sponsored or endorsed by Company. Because you alone are responsible for the Customer Data, you may expose yourself to liability if, for example, the Customer Data violates the Acceptable Use Policy. Company may, but is not obligated to, backup any Customer Data, and the Customer Data may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your Customer Data if you desire.

5.2 Acceptable Use Policy

The following terms constitute our "Acceptable Use Policy":

- a) You represent, warrant and agree that you have obtained, and will maintain at all times in the course of your use of the Service, all right and authority (including from any customers or other third parties) as required for the transfer of Customer Data to Company, and as necessary to permit Company to lawfully access and use such Customer Data for the purposes of rendering the Services, including any third party authorizations required for the access and use by Company of your (or your clients’ and customers’) credentials to access accounts maintained at financial or other institutions.
- b) Without limiting Section 5.2(a), you agree not to use the Service to collect, upload, transmit, display, or distribute any Customer Data (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another’s privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.
- c) In addition, you agree not to: (i) upload, transmit, or distribute to or through the Service any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Service unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Service to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Service, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized

access to the Service (or to other computer systems or networks connected to or used together with the Service), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Service; or (vi) use software or automated agents or scripts to produce multiple accounts on the Service, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Service (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

5.3 Data Extraction

Company offers a service that extracts some data from documents in your Account ("Data Extraction"). Data Extraction may be performed by software and/or human teams. While we strive to consistently extract accurate and timely data, we may sometimes encounter technical or other difficulties. Company is not responsible for the accuracy, timeliness, deletion, processing, conversion, storage or delivery of this data or any reliance on this data. Company also does not review this extracted data for accuracy or legality.

5.4 Enforcement

We reserve the right (but have no obligation) to review any Customer Data, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your Customer Data, terminating your Account in accordance with Section 11, and/or reporting you to law enforcement authorities.

5.5 Feedback

If you provide Company with any feedback or suggestions regarding the Service ("Feedback"), you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary.

6. Indemnification

6.1 Indemnification

You agree to defend, indemnify and hold harmless Company, its employees, officers, directors, affiliates, agents, contractors, successors, and assigns against any and all third party liability (including damages, recoveries, deficiencies, interest, penalties and legal fees), directly or indirectly arising from or in connection with: (i) Customer Data; (ii) your breach of any provision of these Terms; or (iii) use of Service, or any part thereof, by you or your permitted users in combination with any third party software, application or service. You will fully cooperate with Company in the defense of any claim defended by you pursuant to its indemnification obligations under these Terms and will not settle any such claim without the prior written consent of Company.

7. Third-Party Sites; Other Users

7.1 Account Information from Third Party Sites

Company offers a service where users can retrieve information, including documents, data and personalization settings, from third party accounts (“Account Information”). While we strive to consistently retrieve accurate and timely Account Information, we may sometimes encounter technical or other difficulties. Company is not responsible for the accuracy, timeliness, deletion, processing, conversion, storage or delivery of Account Information or any reliance on this Account Information. Company also does not review this information when we retrieve it for accuracy or legality.

7.2 Access to Third Party Sites

When you submit login information to Hubdoc, such as usernames, passwords, account numbers, PINs, security questions, or other information, you are granting permission to Company to retrieve Account Information from third party accounts on your behalf. You represent and warrant that you are entitled to submit this information to Hubdoc for use for this purpose without obligating Company to any limitations, restrictions or other obligations. By submitting this information you expressly authorize Company to use this information to access and store Account Information on your behalf from third parties, and you expressly authorize these third parties to disclose your information to Company and its affiliates. You understand and agree that Company and the Service are not in any way affiliated, sponsored or endorsed by the third parties. Company is not responsible for any errors, fees, or other consequences that may result from the retrieval of Account Information, including the locking or disabling of your third party accounts or breaching of third party Terms of Use to which you may have agreed.

7.3 Third-Party Links

The Service may contain links to third-party websites and services, and offer integrations or connections with third-party applications, including accounting and cloud storage applications (collectively, “Third-Party Links”). Such Third-Party Links are not under the control of Company, and Company is not responsible for any Third-Party Links. Company provides access to these Third-Party Links only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links. You use all Third-Party Links at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links, the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links.

7.4 Other Users

Each Service user is solely responsible for any and all of its own Customer Data. Because we do not control Customer Data, you acknowledge and agree that we are not responsible for any Customer Data, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any Customer Data. Your interactions with other Service users are solely between you and such users. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Service user, we are under no obligation to become involved.

7.5 Release

You hereby release and forever discharge the Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action

of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Service (including any interactions with, or act or omission of, other Service users or any Third-Party Links). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

8. Payments and Billing

8.1 Fees

You will pay all fees agreed to for the Service. Any payment terms presented to you in the process of using or signing up for a paid service are deemed part of these Terms of Service. All fees are billed in advance and are based on subscriptions purchased. Fees paid are non-refundable and payment obligations cannot be cancelled. Fees are based on the product offering at time of purchase and are not contingent on the delivery of future functionality. We may suspend our services to you until unpaid fees are paid in full, without limiting our other rights and remedies.

8.2 Recurring Charges

Some of the paid services may involve a recurring payment plan, where charges automatically recur on a monthly, annual or other regular basis. By choosing a recurring payment plan, you acknowledge that such services have an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. You accept that Company may charge you according to the terms of the recurring payment plan without further authorization from you, until you provide notice and receive confirmation of our receipt of said notice, that you have terminated this authorization.

8.3 Invoicing and Payment

You must provide current, complete and accurate information for your billing account. You must keep all billing information current, complete and accurate, and must promptly notify us and your payment processor if your payment method is cancelled or if you become aware of a potential breach of security. If you fail to provide current, complete and accurate billing information, you agree that we may continue charging you for any use of paid services under your billing account unless you have terminated your paid services as described above.

8.4 Third-Party Payment Processor

We may use a third-party payment processor to bill you through a payment account linked to your account on Hubdoc for use of the paid services. The processing of payments will be subject to the terms and privacy policies of the payment processor in addition to these Terms of Service. We are not responsible for any errors by the payment processor.

9. Disclaimers

THE SERVICE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR

NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

10. Limitation on Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SERVICE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SERVICE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THESE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS OVERALL LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THESE TERMS.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

11. Terms and Termination

Subject to this Section, these Terms will remain in full force and effect while you use the Service. We may suspend or terminate your rights to use the Service (including your Account) at any time for any reason at our sole discretion, including for any use of the Service in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Service will terminate immediately. You understand that any termination of your Account may involve deletion from our live databases of your Customer Data and information collected on your behalf from third party services and/or uploaded to Hubdoc. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of data associated with your account. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 3.2 through 3.4, Section 4 and Sections 6 through 12.

12. General

12.1 Governing Law

These Terms shall be governed by the laws in effect in the jurisdiction that corresponds with the entity you contract with for the Service in the chart below, without reference to its conflicts of laws provisions, and you agree to be subject to the venue associated with the relevant entity in the chart below. The U.N. Convention on Contracts for the International Sale of Goods will not apply to these Terms.

Entity	Jurisdiction / Law	Venue
Xero Australia Pty Limited	Victoria, Australia	Victoria, Australia
Xero (UK) Limited	England	England
Xero, Inc.	California, USA	California, USA
Xero (NZ) Limited	New Zealand	New Zealand
Hubdoc Inc.	Ontario, Canada	Ontario, Canada
Xero Software (Canada) Ltd.	Ontario, Canada	Ontario, Canada

12.2 Language

The parties confirm that it is their wish that these Terms as well as other documents relating to the Service, including notices and alerts, be drafted only in the English language. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis, s'y rattachant, soient rédigés en langue anglaise seulement.

12.3 Changes

These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Service. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Service. These changes will be effective immediately for new users of our Service. Continued use of our Service following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

12.4 Dispute Resolution

Please read this Arbitration Agreement carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

- a) **Applicability of Arbitration Agreement & Rules.** Any controversy, claim or dispute arising out of, relating to, or in respect of these Terms, including their negotiation, validity, existence, breach, termination, construction or application, or the rights, duties or obligations of any party, or the rights, duties or obligations of any party derived from or associated with these Terms (a “Dispute”), shall be referred to and determined by a single arbitrator in a final and binding arbitration (collectively, the “Arbitration Agreement”). Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.
- b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company should be sent to our address, which can be found on the Invoiced User’s invoice, with a copy to legalnotices@xero.com. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.
- c) **Selection of Arbitrator, Seat, Venue.** If the parties have not agreed upon the arbitrator within 14 days, the Company shall ask an independent third party to appoint a single arbitrator. The seat of the arbitration shall be the same as the law governing these Terms. The costs and expenses of the arbitrator shall be shared equally between the parties. A party to the arbitration has no right of appeal from any award of the arbitrator, whether characterized as final, interim, interlocutory or partial. All Disputes referred to arbitration (including the scope of the agreement to arbitrate, the law relating to the enforcement of the agreement to arbitrate, any relevant limitation periods, the law governing the procedure of the arbitration, the law relating to available remedies, set-off claims and conflict of laws rules) shall be governed by the law identified in Section 12.1, and each party hereby irrevocably consents to venue identified in Section 12.1, and to the jurisdiction of competent courts identified in Section 12.1 for all litigation that may be brought, subject to the requirements for arbitration hereunder, with respect to the terms of, and the transactions and relationships contemplated by, these Terms. Notwithstanding this provision, a party to these Terms may take such steps as are permitted or required to enforce an award made by an arbitrator. You agree that you will not contest venue, and you waive any rights that you may have to initiate, transfer, or change the venue of any litigation arising from or related to these Terms.
- d) **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.
- e) **Time Limits.** If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the rules governing arbitration in the applicable jurisdiction for the pertinent claim.

- f) Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the rules governing arbitration in the applicable jurisdiction, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.
- g) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- h) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.
- i) Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. The deemed undertaking rule shall apply. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce these Terms, to enforce an arbitration award, or to seek injunctive or equitable relief.
- j) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of these Terms shall continue in full force and effect.
- k) Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.
- l) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Company.
- m) Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a court of competent jurisdiction in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- n) Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.
- o) Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts identified in Section 12.1 for such purpose.

12.5 Export

The Service may be subject to U.S., Canadian and other export control laws, and may be subject to export or import regulations in other countries. You agree to comply with such export control laws, and specifically, you agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

12.6 Entire Terms

These Terms constitute the entire agreement between you and us regarding the use of the Service. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, to the maximum extent possible, the determination shall not affect the enforceability of any other provision. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

12.7 Copyright/Trademark Information

Copyright © 2021 Hubdoc Inc. All rights reserved. All trademarks, logos and service marks (“Marks”) displayed on the Service are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party that may own the Marks.

Data Processing Addendum

This Addendum is Supplementary to the Hubdoc Terms of Use

1. Definitions and Interpretation

1.1. Definitions

In this addendum the following terms shall have the following meanings:

Customer Personal Data: refers to any personally identifiable information (as defined in Data Legislation) relating to an individual who is resident in the UK or EU which we are processing on your behalf as a Data Processor (as described in clause 2.1).

Data Legislation: all applicable laws and regulations relating to the processing of Personal Data and privacy as may be applicable from time to time, which includes the GDPR (EU General Data Protection Regulation 2016/679), and any successor legislation;

1.2. Interpretation

In this addendum “Data Controller”, “Data Processor”, “Data Subject”, and “processing” will have the same meaning as in the Data Legislation.

1.3. Scope, Nature and Purpose

Details of the scope, nature and purpose of the processing of Customer Personal Data by us on your behalf including the duration of the processing, the types of personal data processed and the data subjects involved as required by Article 28(3) GDPR is set out below:

What categories of personal data are processed by Company and what is the subject matter of the data?	Personal data contained in documents uploaded by you to Hubdoc or collected by Company on your behalf, which may include names, addresses, contact details and financial information.
Who are the relevant data subjects?	Individuals whose personal data is included in documents uploaded to Hubdoc which may include employees, suppliers or customers of yours.
For how long is the relevant personal data processed and retained? (duration)	Personal data will be processed for the duration of our agreement with you and will be deleted no later than seven (7) years following the end of our agreement with you.
How is the relevant personal data processed? (nature and purpose)	We will process Customer Personal Data for the purposes of providing our services.
What are the obligations and rights in relation to the relevant personal data?	As set out in this addendum.

2. This Addendum

2.1. Hosted Data

It is agreed that for the purposes of Data Legislation, you are the Data Controller and we are the Data Processor of certain Personal Data processed by us on your behalf. In particular we will be the Data Processor of personal data incorporated into any documents collected by Company and/or uploaded to Hubdoc.

2.2. Other Data

It is agreed that we are the Data Controller of other personal data we hold in relation to our customers and their employees including data held for account management purposes, marketing and administration – such data will not be subject to this addendum.

2.3. This Addendum

This addendum shall apply to the extent that we are processing any Customer Personal Data which relates to any resident of the European Union or UK and shall be read and construed in conjunction with our Terms.

2.4. Restrictions on Processing

We agree that we will not process Customer Personal Data other than a) as set out in this Addendum; or b) to deliver our service in accordance with our Terms; or c) on your written instructions; unless required by law in which case we agree (to the extent permitted by law) to inform you of that legal requirement before the processing.

3. Protection Measures

3.1. Staff Confidentiality

We agree that all staff who have access to and/or process Customer Personal Data will be obliged to keep the Customer Personal Data confidential.

3.2. Technical and Organizational Measures

We will have in place appropriate technical and organizational measures to ensure that Customer Personal Data is subject to an appropriate level of security, including to the extent required the measures referred to in Article 32(1) of the GDPR. In reaching our judgement as to the appropriate level of security we will take into account current technology, costs of implementation and the nature, scope, context and purposes of the processing undertaken as well as the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage of the Customer Personal Data.

3.3. Transfers outside of the EEA

We will not transfer Customer Personal Data outside the UK or European Economic Area unless we have your written consent or there are appropriate safeguards in relation to the transfer and we are providing an adequate level of protection to any Customer Personal Data that is transferred.

3.4. Data Breach

We will notify you without undue delay upon becoming aware of any Customer Personal Data breach affecting Customer Personal Data and you agree to assist us in responding to any request from a Data Subject and in ensuring compliance with its obligations under Data Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

3.5. Records and Audit

We will maintain complete and accurate records and information to demonstrate our compliance with this Addendum and Data Legislation and will cooperate with and allow for audits by you or your designated auditor in relation to the processing of Customer Personal Data by us.

3.6. Processors

We agree not to use any third party processor (other than those set out in our privacy notice) without your prior written consent unless we have taken steps to ensure that the applicable terms with that processor will offer an equivalent level of protection for Customer Personal Data as those set out in this addendum and which meet the requirements of article 28(3) of the GDPR. As between you and us we will remain fully liable for all acts or omissions of any third-party processor appointed by us.

3.7. Effect of Termination

We will delete or return all Customer Personal Data to you at the end of the relevant agreement between you and us if requested in writing. Otherwise we will retain Customer Personal Data in accordance with the retention periods set out in our privacy notice (EU addendum). We may retain Customer Personal Data if required by law only to the extent and for such period as required by those laws.