

MYOB Conversion Services: Terms of Use

These are the terms of use for conversion services provided by MYOB (**MYOB's Conversion Services**) (**MYOB Conversion Terms**). These MYOB Conversion Terms apply in addition to the standard Terms of Use for your MYOB product. In the event of any inconsistency, these MYOB Conversion Terms will take precedence over your product Terms of Use.

These MYOB Conversion Terms do not apply to the Convert2MYOB service. Convert2MYOB is provided by an independent third party developer, and is governed by the developer's own terms of service and privacy policy, located on the Convert2MYOB [website](#).

MYOB, we, us, our means MYOB Australia Pty Ltd (if you accept these terms in Australia) or MYOB NZ Limited (if you accept these terms in New Zealand).

TERMS

1. By using MYOB Conversion Services, you consent to allowing us to access your data as required to enable your data to be converted. We are not responsible or liable for any modification or deletion of your data as a result of your use of MYOB Conversion Services.
2. We will endeavour to provide you with your converted data within 3 business days after you submit it to MYOB Conversion Services. If an issue arises which impacts our ability to convert your file in this timeframe, we will contact you as soon as we've identified the problem and let you know how long it may take to resolve.
3. You are responsible for ensuring the accuracy and completeness of your data following your use of MYOB Conversion Services. We make no representations or warranties in relation to this.
4. MYOB is not a registered tax agent or BAS agent and these MYOB Conversion Services do not constitute a BAS or tax service. You are responsible for reviewing and approving your data to ensure its accuracy once the data conversion is complete. For specific tax or BAS advice please consult your accountant or tax practitioner.
5. To the maximum extent permitted by law (and subject to paragraph 6 if you accept these MYOB Conversion Terms in Australia), we exclude all liability and responsibility to you (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of information, data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the MYOB Conversion Services.
6. (Australian Customers only) these MYOB Conversion Terms do not exclude, restrict or modify:
 - a. the application of any provision of the Australian Consumer Law (whether applied as a law of the Commonwealth or any State or Territory of Australia) (**ACL**);
 - b. the exercise of any right or remedy conferred by the ACL; or
 - c. the liability of MYOB for a failure to comply with any applicable consumer guarantees where to do so would:
 1. contravene the ACL; or
 2. cause any part of these Terms to be void.
7. We may terminate or make changes to the MYOB Conversion Services or these MYOB Conversion Terms at any time in our absolute discretion, by notice on our website.
8. These MYOB Conversion Terms are governed by the laws of:
 - a. Victoria, Australia and the courts of Victoria have jurisdiction over you and us, if you accept these MYOB Conversion Terms in Australia; or
 - b. New Zealand, and the courts of New Zealand have jurisdiction over you and us, if you accept these MYOB Conversion Terms in New Zealand.