
MYOB AccountRight Terms of Use

June 2020

The MYOB logo is positioned in the bottom right corner of the page. It consists of the lowercase letters 'myob' in a bold, sans-serif font. The letters are colored in a gradient that transitions from a deep purple on the left to a bright magenta on the right.

1. ABOUT THESE TERMS

These terms and conditions (**Terms**) govern your use of MYOB AccountRight. You should read the Terms carefully, as they set out our respective rights and obligations.

If you accept these Terms in Australia, they do not exclude, restrict or modify:

- 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);
- the exercise of any right or remedy conferred by the ACL; or
- the liability of MYOB for a failure to comply with any applicable consumer guarantees where to do so would:
 - contravene the ACL; or
 - cause any part of these Terms to be void.

2. DEFINITIONS

In these Terms:

Bank Feeds means MYOB BankFeeds, a service that enables you to electronically receive daily or monthly updates of transactions for nominated Business accounts (such as bank and credit cards accounts).

Bank Feeds Data means the transaction data relating to any account linked to Bank Feeds.

Business means the business that applies to use MYOB AccountRight (and whose application we have accepted). A Business may be a sole trader, partnership, company, trust or another type of organisation or entity.

Customer Data means data, information, materials, text, graphics, images or works of authorship of any kind (including Bank Feeds Data, Invoice Data and Payroll Data), information (including Personal Information) and other materials uploaded by you, your Users or your Data Supplier(s) (as applicable) into or transmitted through the MYOB AccountRight online services, but excludes the Usage Data.

Data Supplier means an organisation authorised by you to supply us with Bank Feeds Data (such as your bank or other nominated financial institutions) or Invoice Data (e.g. Officeworks).

Employees means the employees of the Business.

ER Laws means all laws in Australia or New Zealand (as applicable) regulating employment relations which will apply to you if you are a user of an MYOB AccountRight payroll module.

Fair Use Policy means the MYOB BankFeeds Fair Use Policy for [Australia](#) and [New Zealand](#), respectively.

Fees means the fees and charges relating to the provision of MYOB AccountRight, as notified to you when you started using AccountRight and any amendment to those fees and charges published on our website at www.myob.com.au/accountright (Australia) or <https://www.myob.com/nz/accounting-software/accountright> (New Zealand). This includes any fees charged under the Fair Use Policy for [Australia](#) and [New Zealand](#), respectively.

Intellectual Property Rights means all present and future intellectual property rights, including patents, copyright, designs, trade marks, know how and moral rights.

Invoice Data means the data contained in invoices issued to you by a third party.

Invoice Feeds means the service through which you receive Invoice Data directly into MYOB AccountRight. Invoice Feeds are only available from specific suppliers, such as Officeworks.

Loss or Claim means any loss, liability, claim, action, proceeding, damage, compensation, cost or expense (including all reasonable legal costs and expenses), including liability in tort and any consequential or economic losses.

Microsoft means Microsoft Regional Sales Corporation and Microsoft Operations Pte. Ltd, and includes any successor, assignee or replacement organisations.

Minimum Term means the initial minimum 12-month term for your MYOB AccountRight subscription, that you agree to when you purchase MYOB AccountRight via our online shopping cart or other point of purchase.

MYOB AccountRight means any of the services, features or functionality that form part of MYOB AccountRight which we make available to you from time to time and which you choose to use as part of your MYOB AccountRight subscription. This includes any online services, Bank Feeds and Invoice Feeds.

Other Application means an application or service offered by a third party to integrate and be used in conjunction with MYOB AccountRight.

Payroll Data means the Business payroll information that you input into MYOB AccountRight if you are a user of an MYOB AccountRight payroll module.

Personal Information means that term as defined in the Privacy Act that you supply in connection with your use of MYOB AccountRight. Basically, this is information about an identifiable individual that is provided to us by you in the course of providing MYOB AccountRight.

Privacy Act means the Privacy Act 1988 (Cth) (if you accept these Terms in Australia) or the Privacy Act 1993 (if you accept these Terms in New Zealand), each as updated, amended or replaced from time to time.

Professional Partner means a person who provides bookkeeping, accounting or similar services to the Business, and who may be appointed as a User.

Tax Laws means the *Taxation Administration Act 1953 (Cth)* (if you accept these Terms in Australia) and *Tax Administration Act 1994* (if you accept these Terms in New Zealand) as updated, amended or replaced from time to time, and any binding regulation, ruling or direction issued by the Australian Taxation Office or Inland Revenue Department of New Zealand (as applicable) from time to time.

Third Party means any person we have contracted with to help us provide MYOB AccountRight. This may include Microsoft, and all other service providers engaged by us for the delivery, maintenance and administration of MYOB AccountRight. In the case of Bank Feeds and Invoice Feeds, any Data Supplier is also a Third Party under these Terms.

Usage Data means all data that MYOB may collect from you or process:

- a. when you subscribe to MYOB AccountRight or otherwise in order to administer your subscription (such as your name, contact details and payment information); and
- b. in connection with monitoring your use of MYOB AccountRight, including analytics data.

User means a person authorised to use MYOB AccountRight (including Employees and Professional Partners). MYOB AccountRight is a multi-user system.

We, us and **our** means MYOB Australia Pty Ltd ACN 086 760 198 (if you accept these Terms in Australia) and MYOB NZ Limited, Company Number 902338 (if you accept these Terms in New Zealand).

You and **your** means the Business, including each User.

3. GENERAL TERMS

3.1 SERVICES AND MINIMUM TERM

- a. **Supply.** We agree to supply, and you agree to use, MYOB AccountRight on the terms and conditions set out in these Terms.
- b. **Minimum Term.** Your initial subscription to MYOB AccountRight will be for the Minimum Term (12 months). Following the expiry of the Minimum Term, your subscription will operate on a monthly or annual basis. See section 3.6.c.ii for more details.

3.2 PROTECTING YOUR LOGIN CREDENTIALS

- a. **You must take security precautions.** Unless you and your Users take adequate security precautions, it may be possible for an unauthorised person to gain access to your Customer Data. You must take precautions to ensure that your login credentials (and those of your Users) are not misused, and remain secure and confidential. You should never:
 - i. tell anyone your login credentials, including any member of your family;
 - ii. let anyone else, whether acting as your agent or not, access MYOB AccountRight using your login credentials.

It is also your responsibility to ensure that each User is allocated a separate login credentials and that the User and keeps his or her login credentials confidential and secure. You (and your Users) should be particularly careful when accessing MYOB AccountRight from a public computer.

- b. **Password resets.** If you think anyone else might know your login credentials (or those of your Users), you (or the affected User) should reset the affected your password from within MYOB AccountRight, or contact us as soon as possible to arrange a password reset.

- c. **Responsibility for Users.** You:

- i. agree that you are responsible and liable for the acts and omissions of each User in connection with MYOB AccountRight and these Terms, as if they were your acts and omissions; and
- ii. accept all liability for any unauthorised use of any login credentials issued to any User (other than any unauthorised use resulting from any negligent act or omission legally attributable to us).

3.3 OTHER RESPONSIBILITIES YOU HAVE AS A USER

- a. **No interference with MYOB AccountRight.** You must not (and must ensure that your Users do not):
 - i. interfere with the operation of MYOB AccountRight;
 - ii. sell, translate, network, publish, commercialise, rent, lease, assign, transfer, loan or otherwise distribute all or part of MYOB AccountRight, or any adaption, modification or derivative of all or part of MYOB AccountRight;
 - iii. reverse-engineer, reverse-assemble, decompile, or otherwise attempt to discover source code, formulae or processes in respect of the software behind MYOB AccountRight;
 - iv. (except in respect of Customer Data or where we have given you permission) copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from MYOB AccountRight;
 - v. use MYOB AccountRight for any unlawful purpose or in any way that is prohibited by law, regulation or government order in any relevant jurisdiction;
 - vi. use MYOB AccountRight in any way that violates a third party's legal rights;
 - vii. upload any material (including pdf. files) into MYOB AccountRight, or otherwise use MYOB AccountRight in any manner, which:
 - A. is harmful, threatening, abusive, vulgar, obscene or otherwise objectionable;
 - B. contains Personal Information of any other person, without that person's express or implied consent; or
 - C. infringes on the Intellectual Property Rights of any person; or
 - viii. directly or indirectly, introduce or permit the introduction into MYOB AccountRight of any software viruses or any other malicious computer code, files or programs, or in any other manner whatsoever corrupt, interrupt, destroy or limit the functionality of MYOB AccountRight.
 - ix. use MYOB AccountRight to send "spam" or otherwise make available any offering designed to violate these Terms; or

- x. remove, modify or tamper with any copyright, acknowledgment, attribution, trade mark, warning, disclaimer statement, regulatory or legal notice or link that is incorporated into MYOB AccountRight.
- b. **Cooperation and limited authority in relation to Third Parties.** You:
 - i. must do all things reasonable and appropriate to enable us to fulfil our obligations to Third Parties in relation to MYOB AccountRight, including, in the case of Bank Feeds and Invoice Feeds, giving your Data Supplier the necessary authority to provide the relevant data to us; and
 - ii. authorise us to give a Third Party or other person any authority, consent or instruction in respect of MYOB AccountRight, as may be reasonably required to enable us to provide MYOB AccountRight to you.
- d. **Giving access to other Users.** If you are listed as the owner of the Business or the authorised administrator for your subscription, you can authorise other people (including Professional Partners) to have access to your Customer Data as Users. Subject to the access rights you grant, they will be able to view and modify your Customer Data. Their use of MYOB AccountRight is subject to these Terms, so we suggest that you provide them with a copy. You are responsible for their use of MYOB AccountRight. You can stop or change their access rights by updating your User list within MYOB AccountRight or by contacting us.
- e. **Change of details.** You must let us know of any changes to your details which you have provided to us in relation to MYOB AccountRight, and provide any proof of the change we require.

3.4 CUSTOMER DATA

- a. **Ownership of Customer Data.** We agree that you (and/or your third party licensors) retain all rights, title and interest (including all Intellectual Property Rights) in the Customer Data.
- b. **Licence to Customer Data.** You grant to us a non-exclusive, sub-licensable (for the purpose set out in paragraph ii. below), irrevocable and royalty-free licence to:
 - i. use and reproduce the Customer Data:
 - A. to enable us to perform our obligations under these Terms or our regulatory obligations;
 - B. to improve our products and services;
 - C. to identify, develop and deliver other functionality, products and services that may be of interest to you;
 - D. to enable us to comply with our regulatory obligations, if applicable; and
 - E. for other purposes to which you expressly consent from time to time;
 - ii. provide the Customer Data to Third Parties that we have engaged to help us provide MYOB AccountRight for the purposes described in paragraph i. above; and
 - iii. use reproduce, modify and adapt anonymised information derived from the Customer Data in perpetuity for any purpose.
- c. **Necessary rights in Customer Data.** You warrant that you have all necessary rights to grant us the licence to Customer Data under section 3.4.b.
- d. **Accuracy and completeness of Customer Data.** We are not responsible for any inaccuracy in, or incompleteness of, the Customer Data.
- e. **Record retention during your subscription.** It's important to safeguard your records and Customer Data. There is an inherent risk of data loss with any technology. You should retain a copy, which is separate to MYOB AccountRight, of your records and all Customer Data at all times. You acknowledge and agree that MYOB AccountRight is not intended to be used as, and must not be relied upon by you as, a data backup or storage service.
- f. **Compliance with Tax Laws and ER Laws.** It is your responsibility to retain your Business records for Tax Law and ER Law compliance purposes (as applicable). We are not liable for your failure to meet your legal obligations for record retention in relation to any Customer Data or otherwise. If you decide to terminate MYOB AccountRight you should extract your Customer Data in its entirety as soon as possible following termination. See section 7.3 for further details. For specific advice regarding your compliance obligations under the Tax Laws or the ER Laws, please consult the Australian Taxation Office, Inland Revenue Department of New Zealand or your professional advisor, as appropriate.
- g. **Data storage after the end of your subscription.** Data held in our systems is subject to back-up and archive processes. At the end of your subscription or termination of these Terms, we may retain copies of your Customer Data in our archives. We may also continue to store and use your Customer Data in accordance with section 3.4.b. Our storage and use of that Customer Data remains subject to these Terms, including section 6 (Protecting Your Confidential Information). You may request that we delete your Customer Data by contacting us on 1300 555 151 (Australia) or 0800 60 69 62 (New Zealand).
- h. **Accessing your archived Customer Data after the end of your data extraction period.** If you need to access your archived Customer Data records after the end of your data extraction period (see section 7.3), contact us on 1300 555 151 (Australia) or 0800 60 69 62 (New Zealand). Access to archived Customer Data may be subject to additional fees and might require that you have an active MYOB product subscription to view the archival records. We don't guarantee that we'll always retain your Customer Data or be able to recover your historical Customer Data, which is why you should keep your own records and copies of Customer Data.

- i. **Protecting your confidential Customer Data.** While using MYOB AccountRight, you might share confidential Customer Data with us. We take steps to safeguard your Customer Data. We may disclose your Customer Data:
 - i. to Third Parties that we have engaged to help us provide MYOB Essentials; and
 - ii. if required to do so under applicable laws.

3.5 OUR INTELLECTUAL PROPERTY RIGHTS

- a. **Licence.** Subject to your payment of the Fees, we grant you a non-exclusive, revocable and non-transferable licence to use MYOB AccountRight in the way that we authorise from time to time. The licence granted to you under this paragraph (a) commences when you start using MYOB AccountRight and continues until these Terms are terminated in accordance with section 7.
- b. **We retain our Intellectual Property Rights.** Except as specifically set out in these Terms, these Terms do not give you any Intellectual Property Rights or other rights in: MYOB AccountRight and any of our other software; Usage Data; our documents, templates, marketing material, trademarks, business names, logos, trading styles, get-up, processes or methodologies; or any of our other Intellectual Property Rights other than as specifically set out in these Terms.
- c. **Intellectual Property Rights deriving from your use of MYOB AccountRight.** You agree that any Intellectual Property Rights in any systems, processes or methodologies developed by you which derive from your use of MYOB AccountRight become our Intellectual Property Rights (and you assign all such Intellectual Property Rights to us on their creation).

3.6 PAYMENT OF FEES AND DIRECT DEBIT AUTHORITY

This section applies to you if you are responsible for paying the Fees for your MYOB AccountRight subscription. If another person (for example, a Professional Partner) is responsible for paying the Fees in relation to your use of MYOB AccountRight, and they stop paying us, then you will need to pay the Fees to continue your use of MYOB AccountRight, in compliance with this section. If you accept these Terms in Australia, please see the MYOB Direct Debit [Terms and Conditions for Purchasing Online in Australia](#) for more details on your direct debit authority. If you accept these Terms in New Zealand, please see the [Terms for Purchasing Online with MYOB in New Zealand](#) for more details on your direct debit authority

- a. **Payment of Fees.** You must pay all Fees due to us in relation to your use of MYOB AccountRight, on the due date. Fees are published on the MYOB website: <http://www.myob.com.au/accountright> for Australia and www.myob.co.nz/accountright for New Zealand.
- b. **Changes to Fees.** By giving you at least 20 days' notice before the change takes effect, we may:

- i. change the amount of any Fee or introduce a new Fee; and
- ii. change the circumstances in which, or frequency with which, a Fee is payable;

by publishing the varied fee on the MYOB website (<http://www.myob.com.au/accountright> for Australia and www.myob.co.nz/accountright for New Zealand) or giving notice in any of the ways set out in section 10.1.

c. **Termination rights.**

- i. If we make a change under section 3.6.b above, then you have the option to terminate your MYOB AccountRight subscription. See sections 7.1 and 9.4 for more details.
- ii. If you terminate your MYOB AccountRight subscription before the end of the Minimum Term, then you must pay the Fees for the remainder of the Minimum Term. This section 3.5.c.ii does not apply to any claims honoured under the MYOB [Money Back Guarantee](#), or if you terminate your subscription under section 7.1.

- d. **Direct Debit Authorisation.** You authorise us to deduct the periodical instalments and any other Fees payable to us in respect of your use of MYOB AccountRight (including any Fees payable under the Fair Use Policy). You give us this authority by providing us with your credit card or other payment details. The authority continues after the end of the Minimum Term until your MYOB AccountRight subscription is terminated in accordance with these Terms.

e. **If your direct debit is declined.**

- i. If your Fees are debited from your credit card, we will attempt to re-draw 3 times. If these attempts fail, we will advise you and you will be allowed 14 days to respond; or
- ii. If your Fees are debited from your bank account, we will advise you of the decline and you will be given until the date of your next invoice to respond.
- iii. A dishonour fee may also be charged by both us and your financial institution to cover reasonable administrative and processing costs. If the Fees remain unpaid, we may suspend or terminate your use of MYOB AccountRight.

f. **If you purchase an annual prepaid subscription.**

- i. Your subscription will commence from the date of purchase and will continue for a full 12 month period, expiring on the same day in 12 months' time. Once an annual prepaid subscription has commenced, it cannot be cancelled or refunded, except for in compliance with these Terms; and

- ii. We will issue you with a renewal reminder notice prior to the expiry of your subscription. If you choose to renew, by paying the renewal fee prior to or up to 30 days after the expiry date, you will retain use of and access to MYOB AccountRight and your annual renewal date will remain unchanged. If you do not renew within 30 days of the expiry date, your MYOB AccountRight subscription will be terminated. See section 7.3 for further details on what happens following termination of your subscription.

3.7 GOODS AND SERVICES TAX (GST) AND DUTIES

- a. All payments due to us (e.g. Fees, reimbursement by you to us of any amounts or payments under indemnities), unless already stated to be GST inclusive, are to be increased by the amount of any GST liability we have in relation to supplies we make to which those payments relate.
- b. You must pay all duties (e.g. stamp duty, other government charges or financial institution account fees, if applicable) payable in relation to your use of MYOB AccountRight. If we have paid them, they must be reimbursed by you on our request.

3.8 TRIAL USE

- a. If you are a trial User, you will be able to use MYOB AccountRight free of charge for 30 days (**Trial Period**). At the end of the Trial Period, you have the option of subscribing to MYOB AccountRight for a fee. If you do not subscribe before the end of the Trial Period, your access to MYOB AccountRight will be restricted. This means that you will have read-only access to reports for an additional 30 days. After this time, you will no longer be able to use MYOB AccountRight or access your Customer Data.
- b. If you choose not to subscribe to MYOB AccountRight following your trial, we strongly recommend that you extract your Customer Data for compliance and archive purposes as soon as possible within the 30 day read-only period after the Trial Period. Failure to extract and retain your Customer Data following the end of your trial may result in you being unable to comply with your record retention obligations under the applicable laws (including Tax Laws and ER Laws).

4. OTHER APPLICATIONS

4.1 OFFER

From time to time we may offer Other Applications for MYOB AccountRight. Other Applications may be subject to their own additional terms of use.

4.2 NO WARRANTIES

We make no warranties in relation to any Other Application offered in relation to MYOB AccountRight, regardless of whether an Other Application is provided by a Professional Partner or is otherwise recommended by us.

4.3 ACCESS TO DATA

If you install or enable an Other Application for use with MYOB AccountRight, you consent to us allowing the Other Application to access your data as required to enable MYOB AccountRight and the Other Application to operate together. Any exchange of data or other interaction between you and an Other Application provider is solely between you and them. We are not responsible or liable for any disclosure, modification or deletion of your data as a result of any access to MYOB AccountRight by an Other Application provider.

5. BANK FEEDS & INVOICE FEEDS

5.1 HOW DO BANK FEEDS AND INVOICE FEEDS WORK?

- a. Bank Feeds and Invoice Feeds work by you authorising your Data Supplier to provide us (and your Professional Partner if applicable) with Bank Feeds Data or Invoice Data (as applicable). The following terms and conditions in this section 5 apply only to the use of Bank Feeds and Invoice Feeds.
- b. By registering for Bank Feeds or Invoice Feeds you are giving your Data Supplier permission to provide us with Bank Feeds Data or Invoice Data (as applicable). You may also be required to provide your Data Supplier with a hard copy authority form as additional evidence of your consent, depending on your Data Supplier's practices.
- c. You may only use Bank Feeds for transaction accounts attached to the Business.

5.2 IMPORTANT POINTS ABOUT YOUR DATA SUPPLIER

Your Data Supplier:

- a. may be paid a commission by us for providing your Bank Feeds Data or Invoice Data to us;
- b. is under no obligation to provide us with your Bank Feeds Data or Invoice Data and it can stop doing so at any time without notice to either you or us; and
- c. is not a party to any agency, partnership, joint venture or other type of similar relationship with us, and is not responsible for our actions or those of any other Third Party.

5.3 HOW YOU CAN END YOUR USE OF BANK FEEDS OR INVOICE DATA

If you wish to cancel your Bank Feeds or Invoice Feeds but continue to use MYOB AccountRight, you must advise your Data Supplier in writing. Please allow a minimum of 14 days for your Data Supplier to give effect to your request for cancellation.

5.4 WHEN YOUR DATA SUPPLIER CAN TERMINATE YOUR BANK FEEDS OR INVOICE FEEDS

- a. Your Data Supplier can terminate your authority to give us Bank Feeds Data or Invoice Data at any time, for any reason, by giving you no less than 7 days' notice.
- b. Your Bank Feeds or Invoice Feeds will be automatically cancelled when your MYOB AccountRight subscription ends. See section 7 for more information on ending your MYOB AccountRight subscription.

5.5 BANK FEEDS FEES

If your Data Supplier charges you directly for transaction fees in connection with your account and your use of the Bank Feeds in relation to that account, you are responsible for and must pay those fees. If you don't do this, we may not be able to provide the Bank Feeds to you.

5.6 FAIR USE POLICY

In addition to your monthly subscription fee for MYOB AccountRight, you may be charged a Fee for excess Bank Feeds transactions under the Fair Use Policy [Australia](#) and [New Zealand](#), respectively. You will be charged in the currency of the country where you accept these Terms.

6. AVAILABILITY OF MYOB ACCOUNTRIGHT

6.1 DISRUPTION

MYOB AccountRight may be disrupted during certain periods, including as a result of (directly or indirectly):

- a. telecommunications unavailability, interruption, delay, bottleneck, failure or fault;
- b. negligent, malicious or wilful acts or omissions of third parties (including the Third Parties);
- c. maintenance or repairs carried out by us or any Third Party in respect of any of the systems used in connection with the provision of MYOB AccountRight;
- d. services provided by Third Parties (including ISP services) ceasing or becoming unavailable; or
- e. circumstances or events beyond our reasonable control.

You acknowledge and agree that we make no representations, warranties or guarantees in relation to the availability, continuity, reliability or security of MYOB AccountRight (or any services provided in connection with MYOB AccountRight).

6.2 SYSTEM MAINTENANCE

Where MYOB AccountRight is unavailable because of necessary or desirable system maintenance or repairs, we will try to inform you beforehand.

6.3 NO LIABILITY

Subject to the terms of section 8 below, we are not responsible or liable to you or the Business for any Loss or Claim arising from MYOB AccountRight or any part of it being delayed, disrupted or unavailable.

6.4 KEEP YOUR OWN RECORDS

In order to maximise your business continuity and comply with your record retention obligations, you should retain a copy of your business and financial records (including invoices, receipts, business reports and Customer Data).

7. TERMINATION

7.1 HOW CAN YOU END YOUR MYOB ACCOUNTRIGHT SUBSCRIPTION?

- a. **By notice.** You can terminate your MYOB AccountRight subscription by phoning us at least 10 days before the end of the current period of your monthly or annual subscription (**Notice Period**). To action your cancellation, please contact our Customer Service team directly on 1300 555 151 (Australia) or 0800 60 69 62 (New Zealand) and select 'Billing Enquiries' when prompted. The effective date of termination will be the last day of the current period of your subscription.
- b. **On expiry.** Your MYOB AccountRight subscription will cease on the effective date of termination. However, during the Notice Period, you are still liable for any Fees in relation to your use of MYOB AccountRight up to the effective date of termination. If you cancel your subscription before the end of the Minimum Term, then you must pay to us the Fees for the remainder of that Minimum Term. Refer also to section 7.3 for other important content about what happens on the effective date of termination.
- c. **For breach.** You may also terminate your MYOB AccountRight subscription if we fail to remedy a material breach of these Terms within 7 days of you giving us written notice of the breach. If you terminate your subscription under this section 7.1.c during the Minimum Term, then the requirement to pay us Fees for the remainder of the Minimum Term does not apply.

7.2 WHEN WE CAN SUSPEND OR TERMINATE YOUR MYOB ACCOUNTRIGHT SUBSCRIPTION WITHOUT PRIOR NOTICE

- a. **Circumstances.** These are the situations in which we can terminate your MYOB AccountRight subscription without prior notice. We will notify you of your suspension or termination as soon as possible. The situations are:
 - i. A breach occurs: you fail to remedy a material breach of these Terms within 7 days after we give you notice of the breach.

- ii. Something threatens MYOB AccountRight:
 - A. in our opinion, a change to any Third Party arrangement necessary for MYOB AccountRight renders the ongoing operation of MYOB AccountRight substantially unworkable or non-functional; or
 - B. in our opinion, the actions of a regulator or a change in law or regulation makes the ongoing operation of MYOB AccountRight substantially unworkable or non-functional; or
 - C. we believe this is necessary either to protect the security, integrity or reputation of MYOB AccountRight or any MYOB AccountRight function, service or facility, or to otherwise protect our interests.
- iii. We have concerns about the Business:
 - A. we receive notification of a dispute from one or more of the directors or principals of the Business; or
 - B. you go into liquidation, administration, insolvency, bankruptcy or such other similar arrangement with creditors, or in our opinion, it is reasonably likely you will do so; or
 - C. there is a change in who owns or controls the Business.

b. Notification.

- i. We will notify you in writing (which includes by email) of the suspension or termination.
- ii. We can reinstate a termination in our absolute discretion by written notice to you, and this takes effect on receipt or any later time specified in the notice, subject to you meeting any conditions set out in the notice.
- iii. If you become aware that a circumstance which would permit us to terminate your MYOB AccountRight subscription under section 7.2.a.iii. has arisen or may arise, you must advise us in writing as soon as possible.

7.3 WHAT HAPPENS ON THE EFFECTIVE DATE OF TERMINATION?

- a. **Rights and obligations on termination.** On the date of effective termination of your subscription:
 - i. the licence granted under section 3.5.a terminates;
 - ii. you must immediately stop using (and ensure that all your Users immediately stop using) MYOB AccountRight;
 - iii. we may continue to store, use and access your Customer Data in accordance with sections 3.4.b, 3.4.g; and
 - iv. you will only be able to access, your Customer Data in accordance section 7.3.b.

b. Limited period for data extraction.

- i. You acknowledge and agree that you will have 30 days from the effective date of termination to extract your Customer Data from MYOB AccountRight online services at no charge. After the effective date of termination, you and other Users (including your Professional Partner) will be able to access data as read-only files or access it and amend it (read and write files), depending on the rights designated by us. We may take steps to delete your Customer Data from our servers at any time after 30 days following the effective date of termination, whether or not you have extracted your data.
- ii. We strongly recommend that you extract your data for tax compliance and archive purposes as soon as possible following your termination of MYOB AccountRight. Failure to extract and retain your data following termination may result in you being unable to comply with your record retention obligations under the Tax Laws or ER Laws.

Licence and/or Subscription	Company file access if MYOB AccountRight Live subscription terminated
Desktop software licence and MYOB AccountRight Live subscription	Read and write access on desktop only
MYOB AccountRight Live subscription. No desktop software licence	Read only access on desktop only

- c. **Continuation of limitations on liability.** Any limitations on liability which you have given under these Terms continue after termination in relation to your use of MYOB AccountRight.

8. LIABILITY, WARRANTIES, REPRESENTATIONS AND INDEMNITIES

8.1 LIABILITY FOR OTHER GUARANTEES, CONDITIONS OR WARRANTIES

- a. To the extent permitted by law (and subject to section 1 if you accept these Terms in Australia), our liability to you for any non-compliance with a statutory guarantee or Loss or Claim arising out of or in connection with the supply of goods or services under these Terms, the performance of MYOB AccountRight, or any breach by us of these Terms however arising (whether for breach of these Terms, tort (including negligence), statute, custom, law or on any other basis) is limited to:
 - i. the resupply of MYOB AccountRight; or
 - ii. the payment of the cost of resupplying of MYOB AccountRight.

- b. All representations, conditions, warranties and terms that would otherwise be expressed or implied in these Terms by general law, statute or custom are expressly excluded (to the extent that such representations, conditions, warranties and terms can be excluded at law).
- c. If you accept these terms in Australia, sections 8.1.a and 8.1.b above are not intended to have the effect of excluding, restricting or modifying:
 - i. the application of all or any of the provisions of the ACL; or
 - ii. the exercise of a right conferred by such a provision; or
 - iii. any liability of us in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of goods or services.
- d. You acknowledge and agree that nothing in these Terms is intended to limit any of the liability terms and exclusions set out in the [software licence agreement](#) for your MYOB AccountRight product.

8.2 WHEN WE AND THIRD PARTIES WILL NOT BE LIABLE TO YOU

We and Third Parties (including Microsoft, and, in the case of Bank Feeds and Invoice Feeds, your Data Supplier) are not responsible or liable to you or the Business for:

- a. any Loss or Claim relating to the provision of the Customer Data (including Bank Feeds Data and Invoice Data) made available through MYOB AccountRight, including delays, disruptions, inaccuracies or the loss of data;
- b. any Loss or Claim relating to your use of, or reliance upon Customer Data (including Bank Feeds Data and Invoice Data) provided to you through MYOB AccountRight;
- c. the actions or inaction of Third Parties, Other Application providers, or other persons (including those which may be negligent or unauthorised) relating to MYOB AccountRight;
- d. any Loss or Claim arising from a failure by us to comply with the Terms for any cause which could not reasonably be controlled or prevented by us; or
- e. any Loss or Claim arising from a failure by you or the Business to maintain back up copies or archive records of your Customer Data.

8.3 INDEMNITY TO US AND THIRD PARTIES

- a. You indemnify us, our staff and Third Parties (including Microsoft, and, in the case of Bank Feeds and Invoice Feeds, your Data Supplier) (**Indemnified Parties**) against any Loss or Claim suffered or incurred by the Indemnified Parties or any of them arising from your (and your Users') negligence, misrepresentation, fraud, breach of law or breach of these Terms. You indemnify the Indemnified Parties for any Loss or Claim suffered or incurred from the unauthorised use of your Username or a Password.

- b. If the Indemnified Party caused or contributed to a Loss or Claim, then your liability under section 8.3.a above is limited to the amount of the Loss or Claim which is directly attributable to your conduct.

9. CHANGES TO TERMS

9.1 WHAT CAN WE DO?

We may change any of these Terms (including the Fees, which are specifically dealt with in section 3.6.b).

9.2 PRIOR NOTICE

We'll endeavour to give you at least 10 days' prior notice (longer if required by legislation or any other code of conduct we subscribe to) of any change that is likely to materially affect or disrupt the manner in which you use MYOB AccountRight, except in circumstances where such a change is due to a change by a Third Party and we were not aware of the change in advance. In these circumstances we will endeavour to notify you in a reasonable time period after becoming aware of the change.

9.3 URGENT CHANGES

However, if we need to restore or maintain the security of MYOB AccountRight immediately, we may change your use and access to MYOB AccountRight without advance notice.

9.4 RIGHT OF TERMINATION

If we make a change to MYOB AccountRight or these Terms under sections 9.1, 9.2 or 9.3 above, then you have the option to terminate this agreement under section 7.1.

10. NOTICES

10.1 METHOD

You agree that all communications between you and us in relation to MYOB AccountRight will be by email, by in-product notification through MYOB AccountRight or by us posting a notification on the MYOB website (myob.com or myob.co.nz), unless another method is agreed to by the addressee.

10.2 TIMING

- a. Any notice or other communication to or by a party by email is regarded as being given by the sender and received by the addressee when a delivery confirmation report is received by the sender which records the time that the email was delivered to the addressee's email address (unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee).
- b. If the delivery or receipt is on a day which is after 5.00pm (addressee's time) it is regarded as received at 9.00am on the following day.

10.3 IN-PRODUCT AND WEBSITE NOTIFICATIONS

We may provide a notice or other communication to you by a posting to the MYOB website (myob.com or myob.co.nz) or within your product. That notice or other communication is regarded as being given by us and received by you when the posting is made. We recommend that you regularly check the MYOB website and your product for notices or other communications.

11. LEGAL

11.1 OUR COMPLETE AGREEMENT

These Terms, the [software licence agreement](#) for your MYOB AccountRight product, any Fee increases notified to you and any other documents incorporated by reference, contain the whole of the agreement between us and you in relation to MYOB AccountRight. Any representations or warranties made by our staff before you are accepted to subscribe for MYOB AccountRight do not form part of these Terms and are not effective unless expressly set out in these Terms or the other documents referred to above. Any waiver of our rights or powers under these Terms may only be given in writing signed by our authorised officer.

11.2 ADDITIONAL MYOB SERVICES

From time to time, we may offer additional MYOB products or services that can integrate with MYOB AccountRight (such as payment services). Those products or services may be subject to additional terms of use.

11.3 WHAT HAPPENS IF SOME OF THESE TERMS CAN'T OPERATE?

If any part or provision of these Terms are void, unenforceable or illegal in a jurisdiction, that part or provision does not apply in that jurisdiction. However, the remainder of the Terms continue in operation in that jurisdiction unless this would alter the basic agreement between you and us, in which case we can terminate your use of MYOB AccountRight at our election.

11.4 NO WAIVER BY US

If we do not insist upon strict performance of any part or provision of these Terms, that waiver will not be deemed to be a waiver of a subsequent breach or default of these Terms.

11.5 ASSIGNMENT

You cannot assign or otherwise transfer the benefit of the agreement between us and you without our prior written consent. We can assign or otherwise transfer the benefit of the agreement between us and you at any time.

11.6 WHICH LAWS APPLY TO THE TERMS?

If you accept these Terms in Australia, these Terms are governed by the laws of Victoria and the courts of Victoria have jurisdiction over the parties to these Terms (being you and us). If you accept these Terms in New Zealand, these terms are governed by the laws of New Zealand and the courts of New Zealand have jurisdiction over the parties to these Terms (being you and us).

12. YOUR PRIVACY

12.1 COLLECTION, DISCLOSURE AND USE

We collect, hold, disclose and use Personal Information in accordance with these Terms, applicable MYOB Group privacy policies and applicable laws, including to: provide you with the products, services and support you have asked for; respond to your enquiries or feedback; improve the user experience in relation to our products and services; promote our products and services and those of associated third parties; and comply with our legal obligations. We usually collect Personal Information directly from you, however in some cases we may also collect it from other sources such as social media websites or third parties that provide us with marketing leads.

12.2 DISCLOSURE TO OTHERS

To do these things, we may disclose Personal Information to third parties, such as our related companies or our service providers (including IT and administrative service providers and our professional advisors) in accordance with these Terms, applicable MYOB Group privacy policies and applicable laws. These third parties may be located in Australia, New Zealand, South Africa, the United States or other countries. If you do not provide Personal Information, it may affect our ability to do business with you.

12.3 CONSENT

You consent to us collecting, holding, using and disclosing Personal Information in accordance with these Terms, the MYOB Group Privacy Policy and applicable laws. You must obtain all necessary consents and provide all necessary notices in accordance with applicable privacy laws (including the Privacy Act) in relation to any Personal Information you supply in connection with these Terms.

12.4 AUSTRALIA

If you accept these terms in Australia, the [MYOB Group Privacy Policy for Australia](#) contains more information on how we handle Personal Information, including how to:

- i. opt out or otherwise update your preferences about the marketing and promotional material we send to you;
- ii. request access to and seek correction of the Personal Information we hold; and
- iii. make a privacy complaint and how we deal with complaints.

You can contact us by email at privacy_officer@myob.com.au, or by post at: "Privacy Officer", MYOB Australia Pty Ltd, PO Box 371, Blackburn Victoria 3130.

12.5 NEW ZEALAND

If you accept these Terms in New Zealand, please read the [MYOB Group Privacy Policy for New Zealand](#) to understand how we handle Personal Information. You can also ask us not to use your information to promote products and services by contacting the Privacy Officer using the details outlined below.

You can contact us about your privacy by email at privacy_officer@myob.co.nz, or by post at: "Privacy Officer", MYOB NZ Limited, C/- Quigg Partners, Level 7, 36 Brandon Street, Wellington, 6011.

12.6 THIRD PARTY DATA ACCESS

Microsoft may also use your data, including Personal information, to provide part of MYOB AccountRight. This includes Microsoft: (1) troubleshooting problems affecting the operation of the Microsoft services relevant to MYOB AccountRight; (2) improving features that detect and protect against emerging and evolving threats (e.g. malware); and (3) obtaining statistical data, trends and usage information for the purposes of providing, operating, maintaining and/or improving their service. For further information on how Microsoft may use your information please read their Windows Azure Platform Privacy Statement (current at the date of these Terms) at <http://www.windowsazure.com/en-us/support/legal/privacy-statement/>

12.7 USERS

You must ensure that all Users read this 'Your Privacy' section and the policies described above before using MYOB AccountRight or providing their Personal Information to us.

12.8 NOTICE TO INDIVIDUALS

If you provide any Personal Information about third party individuals to us, you must ensure that those individuals are aware of the matters in this 'Your Privacy' section and that we may collect, use and disclose their information to provide you with MYOB AccountRight in the manner contemplated in these Terms, applicable MYOB Group privacy policies and as otherwise may be required by applicable laws.

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