

Reckon General End User Licence Agreement

A. General Terms

Welcome to Reckon.

These General Terms were last updated on **24 April 2024**. The Country-specific Terms indicate when they were last updated.

Reckon may change this Reckon General EULA and will use reasonable efforts to notify you of these changes. Please see clause 17(g) of these General Terms below to see what your rights are if we make any changes to this Reckon General EULA.

1 Structure and application

1.1 Application of this Reckon General EULA

This Reckon General EULA applies to the use of all Products licensed by Reckon.

1.2 Additional Terms and Conditions may apply

In addition to this Reckon General EULA, some Reckon products, service and programs may have additional terms and conditions. You will be advised of any additional terms and conditions, as relevant.

2 Interpretation

2.1 Definitions

Capitalised terms used in this Reckon General EULA have the meaning given to them in Schedule 1.

2.2 Interpretation

In this Reckon General EULA:

- (a) a reference to a person includes a natural person, corporation, unincorporated association or partnership;
- (b) a reference to a party in this Reckon General EULA includes its executors, administrators, substitutes, successors and permitted assigns;
- (c) the headings in this Reckon General EULA are for convenience only and have no legal effect;
- (d) the singular includes the plural and vice versa;
- (e) other grammatical forms of a defined word or expression have a corresponding meaning;
- (f) "including" and similar words do not imply any limitation;
- (g) a reference to any agreement or document is a reference to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time; and

- (h) a reference to a statute includes a reference to that statute as amended or replaced from time to time.

3 Product licence

3.1 Trial Period

- (a) Where Reckon has agreed to provide a Trial, that Trial will commence upon the installation or activation of the Product, or at such other time as agreed by Reckon in writing.
- (b) During the period of the Trial:
 - (1) your Subscription will be free of charge for the period advised by Reckon;
 - (2) you may only access and use the Product for evaluation purposes; and,
 - (3) Reckon may terminate your Subscription at any time in Reckon's sole discretion.
- (c) At the end of the Trial:
 - (1) unless Reckon advises you otherwise or you terminate your Subscription prior to the end of the Trial, you will automatically commence a paid Subscription; and
 - (2) any Data entered into a Product or Outputs may be lost unless at the end of the Trial:
 - (A) a paid Subscription commences at the end the Trial; or
 - (B) you export such Data or Outputs prior to the expiry of the Trial, to the extent that such a function is available under the Subscription.

3.2 General licence

- (a) For the term of your Subscription for a Product, Reckon grants you (and, for multi-user Subscriptions, each authorised User) a non-exclusive, non-transferable, limited licence to access and use the Product, including any new releases and updates of the Product that Reckon may make available to you from time to time.
- (b) If you receive a licence to a Product as a benefit of your membership as a Reckon Partner rather than under a separate Subscription then your licence to use the Product will expire upon you ceasing to hold a membership as a Reckon Partner.
- (c) Your licence is solely for the Product at the time of commencement of your Subscription, and:
 - (1) Upgrades and/or Updates will be developed and included in the Product at Reckon's sole discretion and Reckon does not warrant or represent that it will develop or release any Upgrades and/or Updates during the term of your Subscription;
 - (2) The continuation of the Product beyond the term of your Subscription is at the discretion of Reckon and there is no guarantee that Reckon will renew your Subscription at the end of its term; and,
 - (3) Promotions or representations made by Reckon in respect to the continuation of the Product or the renewal of your Subscription beyond the term of the Subscription, including discounts or rebates to be applied, do not form a part of this licence.

4 Fees and payment

4.1 Payment of Fees

- (a) In consideration of Reckon's licence of a Product to you, you agree to pay Reckon the Fees (subject to clause 3.1.(b)(1)). Reckon may change the Fees payable on notice to you.
- (b) Fees for your Subscription will be payable in advance. You will not be entitled to a refund of any Fees you have paid in advance, except where you terminate this Reckon General EULA for our breach or under clause 17(a).
- (c) If you nominate to have the Fees debited from your nominated credit card or bank account, you authorise Reckon to charge the Fees to your nominated credit card or bank account on the renewal of your Subscription.
- (d) If you fail to pay your Fees by the due date (as a result of a dishonoured payment or otherwise), Reckon may charge interest on overdue amounts at the rate of 1.5% per month, or the maximum amount permitted by law (whichever is greater) with interest accruing daily, and/or may suspend or cancel your Subscription until all overdue amounts are paid.

4.2 Renewal

- (a) Subject to clause 3.2.(c)(2), Reckon will automatically renew your Subscription if you have provided credit card or bank account details under clause 4.1.(c), unless you give Reckon notice that you do not wish for the Subscription to renew prior to the end of the current term.

5 Access to Products

5.1 General requirements for access

- (a) You are responsible for:
 - (1) maintaining the confidentiality and security of your access details for all Products, including the Account username and password or any IKC;
 - (2) maintaining the confidentiality and security of all User login details; and
 - (3) all activity that occurs under or through your Account by any person or persons (including unauthorised access by third parties).
- (b) You must not sell, transfer, license or assign your Account, username or password, IKC, login details or Subscription.
- (c) You must notify Reckon immediately of any unauthorised use of your Account or Subscription or other breach of security.
- (d) Reckon is not liable for any loss or damage arising in connection with any unauthorised use of your Account or Subscription by any person or persons.

6 Product use

6.1 Use of all Products

- (a) You acknowledge and agree that:

- (1) the information contained in, or generated using, a Product may contain features designed to assist you in complying with the requirements of relevant legal, tax and accounting legislation; but,
 - (2) in providing you with the information, Reckon is not engaged in providing legal, accounting or other professional services and that no information within or produced by a Product constitutes legal, taxation, accounting, financial, wealth management, superannuation or other professional advice;
 - (3) it is your obligation to ensure the details, calculations, reports and any other data or documents generated by the Product are correct and compliant when created or used by you; and
 - (4) the Product is not a substitute for obtaining appropriate independent professional advice.
- (b) You acknowledge and agree that you are solely responsible for:
- (1) determining whether a Product is suitable for your needs;
 - (2) protecting your Data and taking appropriate measures to protect your Data from accidental, unlawful or unauthorised access, use or disclosure;
 - (3) ensuring your Data does not contain any malware;
 - (4) obtaining the necessary Intellectual Property Rights to allow you to use your Data with a Product; and
 - (5) complying with all applicable legal, accounting, tax and other laws including ensuring that storage of, and access to your Data, during the term of your Subscription, will comply with all applicable laws.
- (c) You further acknowledge and agree that:
- (1) Reckon will not be liable for any loss that you may incur as a result of unauthorised use of a Product or any Third Party Product, by any person or persons; and,
 - (2) you may be held responsible for losses incurred by Reckon or any third party due to any unauthorised use of your Product or any Third Party Product, by any person or persons.
- (d) You must not:
- (1) use or access a Product, or allow any third party to use or access a Product, in any unlawful way or for any illegal purpose;
 - (2) infringe the Intellectual Property Rights, privacy or confidentiality of any third party;
 - (3) gain unauthorised access to any Products or other Accounts, computer systems or networks connected to the Reckon server or Product, through hacking, password mining or any other means;
 - (4) obtain or attempt to obtain any materials or information through any means not intentionally made available through the Product;
 - (5) use, modify or adapt a Product in any way that is contrary to this Reckon General EULA;
 - (6) use the Product in any manner that could damage, disable, overburden or impair any Reckon server, or the networks connected to Reckon's server;
 - (7) avoid or attempt to avoid any aspect of the security of a Product or your access to it;
 - (8) sell, market, network, transfer, lease, license, sub-license, rent, lend, share or otherwise dispose of or distribute a Product or access to a Product;

- (9) use the Product to hold or maintain the books and records of more than one legal entity or business;
- (10) use the Product to hold or maintain the books and records of an unrelated third party, whether for a fee or not (you may view, edit and extract Data from the books and records of an unrelated third party, where authorised by that unrelated third party, using the Product but the unrelated third party must hold their own licence to a compatible Product);
- (11) copy, reproduce, translate, adapt, vary, merge or modify or create any derivative work based on the Product; or
- (12) reverse engineer, disassemble, decompile, or cause damage or disruption to, or interfere with or create any work around to avoid, any features or processes within a Product, or otherwise attempt to discover the source code of a Product.

6.2 Use of Cloud-Hosted Products

- (a) You acknowledge and agree that:
 - (1) the speed of internet access will vary and may be affected by factors beyond Reckon's control;
 - (2) access to a Cloud-Hosted Product may occasionally be interrupted by other factors beyond Reckon's control;
 - (3) any access to the internet involves security risks and new threats to internet security are continually evolving;
 - (4) information stored on our servers or the servers of our third parties that Reckon use may be vulnerable to attack and cannot be guaranteed to be secure; and,
 - (5) you accept responsibility for maintaining your own security regarding access to the internet and protection of your Data.

7 Support

7.1 Support for all Products

Reckon will provide technical support for Products only during the period for which you have a valid Subscription, subject to the below:

- (a) Reckon may update and carry out scheduled maintenance of the Product, so Reckon may have to suspend access to, or functionality on, the Product from time to time. Reckon will notify you of any scheduled maintenance that may interrupt the Product.
- (b) Reckon will provide you with support in accordance with the disclosures on the Website (including in any applicable technical support policies, if any) for which additional fees may be charged (for example for data recovery and data migration services). Reckon reserves the right to change the scope and availability of support at any time.
- (c) If you encounter any errors with the Product, you must contact Reckon by phone or using the support section on the Website.
- (d) If you initiate a support request, you grant Reckon direct access to your Account to provide you with such support.
- (e) You acknowledge that:
 - (1) our technical support consultants are not available to you to provide accounting advice or to train you (it is assumed that you are already

reasonably familiar with the Product) or to resolve any networking or interface computing or local IT problems that you may have, and the determination of the nature of your query for these purposes may be made by our technical support consultants;

- (2) Reckon cannot guarantee that you will not experience some delay in having one of our technical support consultants answer your query;
 - (3) as call volumes fluctuate so too will our response time; and
 - (4) Reckon may charge you for fault resolution services at Reckon's then current rates if Reckon responds to a request from you that is not covered by the technical support policy.
- (f) Reckon's support may include our online Community available 24/7 at <https://community.reckon.com/>, live chat support, and phone support. See <https://www.reckon.com/au/contact-us/> for more information.

7.2 Support availability for Desktop Products

- (a) Without limiting the generality of clause 7.1, technical support will not be available for any Desktop Products once the Sunset Period has commenced for the relevant version. Once the Sunset Period commences you will be unable to install or re-install that Desktop Product for any reason and will be unable to verify your licence for that Desktop Product.
- (b) The Sunset Policy sets out the Sunset Period of each Desktop Product.

8 Third Party Products

8.1 Third Party Product terms

- (a) The Products may contain features that interface with Third Party Products. If Third Party Products form part of your Subscription or Product (including any data feeds where applicable), the following will apply:
 - (1) your use of, and access to, any Third Party Products may be subject to separate terms and conditions issued by the third party supplier of those Third Party Products from time to time;
 - (2) separate charges may apply for the use of Third Party Products, and Reckon may terminate access to a Third Party Product if payment of the charges relating to the Third Party Product are not paid;
 - (3) Reckon makes no representations or warranties in relation to any Third Party Products;
 - (4) subject to any consumer laws applicable to you, Reckon may suspend your use of, or access to the Third Party Products if you breach the terms and conditions applicable to the Third Party Products or if Reckon no longer uses such Third Party Products.
- (b) You acknowledge and agree that:
 - (1) Reckon may make your Data or any of your details available to the providers of the Third Party Products; and
 - (2) certain Third Party Products may not be available for all versions of a Product.

8.2 Specific Third Party Product terms

Some Third Party Products require you to agree to specific terms and conditions within this Reckon General EULA. These specific terms and condition are set out below:

- (a) Microsoft products- if the Product includes Microsoft products as services then you agree:
- (1) to the extent permitted by applicable law, Microsoft disclaims all warranties and liability for damages by Microsoft or its suppliers for any damages and remedies whether direct, indirect or consequential, arising from the Products. Any warranties and liabilities are provided solely by Reckon and not by Microsoft, its affiliates or subsidiaries.
 - (2) Microsoft products are protected by copyright and other intellectual property rights. Products and Product elements including any Microsoft images, photographs, animations, video, audio, music, text and “applets” incorporated into the Product are owned by Microsoft or its suppliers. You may not remove, modify or obscure any Microsoft copyright trademark or other proprietary rights notices that are contained in or on the Product. Your possession, access, or use of the Microsoft products does not transfer any ownership of the Microsoft products or any intellectual property rights to you.
 - (3) No support for the Microsoft products is provided by Microsoft, its suppliers, affiliates or subsidiaries.
- (b) SBR-enabled Software- if the Product performs payroll functions or utilises your AUSKey it is likely that it uses SBR-enabled Software. SBR-enabled Software relies on the availability, functionality and security of the systems or networks of the Government and its agencies (which includes but is not limited to SBR-enabled Agencies or related infrastructure of the Participating SBR Agencies, such as the ATO) or third parties over which Reckon does not have any control. If the Products uses SBR-enabled Software you agree to the SBR End User Agreement.
- (c) Apple- if the Product contains Apple licenses or software (such as an App purchased through the Apple App Store) then you agree that:
- (1) This Reckon General EULA is between you and Reckon and not Apple and that Reckon is solely responsible for the Product; but,
 - (A) Apple and Apple’s subsidiaries are third party beneficiaries of this Reckon General EULA and that Apple will have the right (and will be deemed to have accepted the right) to enforce this Reckon General EULA against you as a third party beneficiary thereof.
 - (2) Apple has no obligation to furnish any maintenance and support services with respect to the Product;
 - (3) Apple is not responsible for addressing any claims you may have relating to the Product or your use and possession of the Product; but,
 - (A) in the event of any failure of the Product to conform to any applicable warranty, you may notify Apple, and Apple will refund any purchase price for the Product paid through the Apple App Store to you and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Product;
 - (4) You represent and warrant that you are:
 - (A) not located in a country that is subject to U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and,
 - (B) not listed on and U.S. Government list of prohibited of restricted parties.
- (d) Google- if the Product contains Google licenses or software (such as an App purchased through the Google Play Store) then you agree that you will contact Reckon and not Google concerning any defects or performance issues with the Product.

9 Intellectual Property Rights

9.1 No transfer of Intellectual Property Rights

- (a) Reckon is the owner or licensee of all Intellectual Property Rights in all Products (including Outputs) and Pre-existing Material, and retains ownership of all Intellectual Property Rights in the Products and Pre-existing Material.
- (b) Our Products are licensed not sold, despite any reference to “purchase” or “sale” in this Reckon General EULA or in any invoice or purchase order for the supply of a Product. Nothing in this Reckon General EULA transfers ownership of any Pre-existing Materials or Products.
- (c) Reckon reserves all rights in and to the Pre-existing Materials and Products (including Outputs) not expressly granted to you under this Reckon General EULA.
- (d) You agree that all Intellectual Property Rights in any idea, suggestion, recommendation or request by you or any User, whether made verbally or in writing, will at all times vest, or remain vested, in Reckon.

9.2 Intellectual Property Rights in Outputs

Reckon grants you a non-exclusive, revocable, worldwide, non-transferable right and licence, to use the Outputs, solely for the purposes of you obtaining the benefit of your Subscription, as contemplated by this Reckon General EULA.

9.3 Rights granted by you

You grant Reckon a non-exclusive, sub-licensable right and licence to your Data for the purpose of performing Reckon’s obligations under this Reckon General EULA and diagnosing problems with the Products.

10 Confidentiality and privacy

- (a) Each party must comply with applicable privacy laws in connection with the collection, use, handling, disclosure, quality, security of and access to personal information that the party holds.
- (b) You acknowledge that Reckon collects information from you when you register, activate, validate or use the Product. For details on how we collect, use, disclose and store your personal information and how you can contact us if you want to access or correct personal information, please refer to Reckon’s applicable privacy policies, available at:
 - (1) <https://www.reckon.com/au/policies/privacy/>; and
 - (2) <https://www.reckon.com/nz/policies/privacy/>,and you will be taken to have accepted the privacy policy applicable to you by accepting this Reckon General EULA.
- (c) By activating, buying a Subscription to, and using a Product (including any technical support):
 - (1) you agree to allow Reckon to use and disclose any personal information provided to Reckon in connection with this Reckon General EULA in accordance with Reckon’s applicable privacy policies, as listed above; and
 - (2) you acknowledge and agree that you are solely responsible and liable for any personal information you collect, use or store using the Product.

- (d) Both parties must keep all Confidential Information confidential and use such information for:
- (1) the purpose of performing the obligations under this Reckon General EULA; or,
 - (2) for the purposes stated in the applicable Reckon privacy policy.
- (e) Neither party may use or disclose the Confidential Information except:
- (1) in respect to Reckon's disclosure of your Confidential Information, to the extent permitted by the applicable Reckon privacy policy;
 - (2) to that party's employees or, advisers, or customers on a need-to-know basis and that party must ensure that such persons understand and comply with the obligations imposed by this clause 10 of these General Terms;
 - (3) as required by law, subject to that party notifying the other party immediately if that party becomes aware that such disclosure may be required; or
 - (4) with the other party's prior written consent.

11 Liability

11.1 Warranties for Desktop Products

- (a) In addition to any rights and remedies you have under the Consumer Guarantees, Reckon warrants that the media on which a Desktop Product is recorded is free from defects in manufacture for a period of 90 days from the date of delivery (for on-line purchases) or 90 days from the date of purchase (for in-store purchases) (**Desktop Product Warranty Period**).
- (b) During the Desktop Product Warranty Period, subject to this clause 11.1 of these General Terms, Reckon will replace any defective media on which the Desktop Product was supplied and any Desktop Product on that media, free of charge, unless you caused damage to the media due to poor handling.
- (c) To make a claim under clause 11.1 of these General Terms during the Desktop Product Warranty Period, you must:
- (1) email customerservice@reckon.com with the subject line 'Warranty Claim' and include the following:
 - (A) in the body of the email, provide the IKC, detail the fault and whether a workaround has been provided by a member of Reckon's support team; and
 - (B) provide a copy of the receipt or proof of purchase and payment; and
 - (2) once Reckon receives the information set out in clause 11.1(c), Reckon will provide a preliminary assessment of the claim and contact you to advise. Any Desktop Products assessed on a preliminary basis to be defective by Reckon will be replaced by Reckon and sent to you at Reckon's cost.
- (d) Both parties acknowledge and agree that the following mandatory warranty may apply to the Desktop Products:
- Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:*
- *to cancel your service contract with us; and*

- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

In New Zealand, these guarantees cannot be modified nor excluded by any contract, except in those circumstances contemplated by section 43(2) of the New Zealand Consumer Guarantees Act.

11.2 Limitation of liability

- (a) Subject to clause 11.2(c) of these General Terms and, where applicable clause 11.1, to the fullest extent permitted by law and the Consumer Guarantees:
- (1) all Products and any related services are provided “as-is” without warranty of any kind or representations regarding the use, performance or results of the use, of the Product and related services;
 - (2) in no event shall Reckon be liable, whether such liability is based on breach of contract, tort (including negligence), statute or otherwise:
 - (A) for any Third Party Products;
 - (B) for any Consequential Loss, indirect, incidental, punitive or special losses of any kind, nor for any loss of data, profit, business interruption or a security breach); and
 - (C) any loss arising from activity on your account, including additional usage fees, loss of data or downtime caused by deliberate, inadvertent or unauthorised access by any party, or files that you upload, transmit, install or otherwise use in connection with any Product and any related services (including your Data).
- (b) Reckon’s total aggregate liability in connection with all claims arising in relation to this Reckon General EULA whether in contract, tort (including negligence), statute or otherwise will not exceed an amount equal to the Fees paid by you to Reckon in the preceding 12 months prior to the date the claim is made.
- (c) To the fullest extent permitted by law, where a Consumer Guarantee or other mandatory term or statutory right cannot be waived, Reckon’s liability is limited, at Reckon’s option, to:
- (1) if the breach relates to goods:
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods; or
 - (D) the payment of the cost of having the goods repaired; or
 - (2) if the breach relates to services:
 - (A) the supplying of the services again; or
 - (B) the payment of the cost of having the services supplied again.

11.3 Your liability

You agree that:

- (a) Reckon will not be liable for, other than as required by the Consumer Guarantees or as expressly set out in this Reckon General EULA, and you will indemnify Reckon (and its authorised distributors) from, any liability, loss, damage, costs or expenses which you may suffer or incur as a result of your use of a Product (including any claims made against you by third parties), and;
- (b) if the Product contains Microsoft software, that you will also be legally responsible directly to Microsoft for any breach of this Reckon General EULA relevant to the Microsoft software.

11.4 Disclaimers

To the maximum extent permitted by law, and except as required by the Consumer Guarantees:

- (a) while Reckon has endeavoured to make sure that each Product works substantially as per the specifications published by Reckon from time to time, Reckon does not guarantee that the Products will work on all computer hardware platforms or configurations and makes no warranty that the Products will be error free or that its use will be uninterrupted;
- (b) Reckon does not guarantee connections to its online activation server as these may be dependent upon third party networks and security measures over which Reckon has no control;
- (c) Reckon, its employees, agents, contractors and the authors disclaim any and all liability and responsibility to any person, whether a user of any Product or not, in respect of anything (including, without limitation, any error in or omission from any Products) and of the consequences of any actions taken or omitted to be taken in reliance, whether wholly or partially, upon all or any part of the content, recommendations or help contained in any Product;
- (d) Reckon and its authorised distributors disclaim all liability for any corruption of data, inability to access data, loss of data, breach of privacy, or downtime as a result of or arising from the use of any online link available between the Product and another server including without limitation in connection with Third Party Product;
- (e) neither Reckon nor any provider of Third Party Products or any other third party services will be responsible for any data submitted, entered or created using any Products or Third Party Products (for example, including but not limited to bank data feeds), delays, non-performance, failure to perform, processing errors or any other matter or thing which may be required from such providers, or any agreement with Reckon or any such provider, as the case may be; and

12 Security and data

12.1 Back ups

You should also ensure you conduct regular backups of your Data. Except as required by the Consumer Guarantees, Reckon on behalf of itself and/or any of its distributors and associates does not assume any liability for loss of Data.

12.2 Data retention

You are responsible for ensuring you meet all your data retention requirements for tax and any other compliance purposes. You should confirm these requirements with your

professional adviser, as some legislation requires you to keep copies of certain data for later reference, for example, for the ATO or ASIC.

12.3 Security and data

- (a) Reckon will use reasonable precautions to prevent unauthorised disclosure of your Data and will not decrypt your Data but Reckon shall not be responsible for any breach of its systems by any unauthorised third party unless such breach arises as a result of Reckon's gross negligence.
- (b) From time to time, you may be able to upload certain files as part of your Data through the Cloud-Hosted Products. The upload of these files is subject to certain restrictions, including without limitation file type and file size. You agree to comply with these restrictions as notified to you from time to time.
- (c) Reckon does not represent or warrant that the Cloud-Hosted Products are entirely secure, uninterrupted or error-free. You acknowledge that the public internet is an inherently insecure environment and that Reckon has no control over the privacy of any communications or the security of any data outside of Reckon's internal systems.
- (d) Backup files that were created or modified more than 365 days before any given day on which Reckon measures its infrastructure will be removed from Reckon's servers.
- (e) It is your responsibility to regularly back up all your files created and ensure they are downloaded to your own storage. No files you create or modify on Reckon's servers will ever be older than 365 days.

13 Term and termination

13.1 Term

Unless this Reckon General EULA is terminated earlier in accordance with its terms:

- (a) you have the right to use the Product in accordance with this Reckon General EULA upon payment of the relevant Fees in accordance with clause 4 for the period set out in your Subscription; or
- (b) if you are a User authorised by the holder of the Account, your use of the Product is subject to the term of their Subscription and is at the discretion of the holder of the Account.

13.2 Termination

- (a) Your licence to use a Product will terminate at the end of your Subscription or, unless Reckon elects to apply clause 4.1(d) of this Reckon General EULA, upon you failing to pay a Fee due on your Subscription.
- (b) Reckon may terminate this Reckon General EULA on notice to you if you:
 - (1) fail to remedy a breach within 7 days' notice from Reckon requesting the breach be remedied;
 - (2) breach this Reckon General EULA and that breach is not capable of remedy;
 - (3) become insolvent, are declared bankrupt, have an administrator, receiver or liquidator appointed or are deregistered; or
 - (4) your Subscription for another Product expires or is terminated and the Product was offered to you for free under such Subscription, or which the Product is otherwise dependent or contingent upon (if applicable).

- (c) Upon the expiry or termination of this Reckon General EULA for any reason:
 - (1) you must pay all outstanding Fees to Reckon (if any);
 - (2) on Reckon's request you must securely destroy Reckon's Confidential Information;
 - (3) Reckon will allow you access to a non-editable copy of your Data for the Data Recovery Period (if any); and
 - (4) where you have installed Microsoft products pursuant to your Subscription, you must stop using and/or accessing such Microsoft products, and destroy all copies of the products and all of their component parts within thirty (30) days of termination.

14 Audit

14.1 Reckon audit rights

- (a) Reckon may audit the number of copies of a Product in use or possession by you, the equipment on which the Product is installed or used, the number of users using the Product and whether you are using the Product in accordance with this Reckon General EULA and the terms of your Subscription.
- (b) Audits will be conducted in your normal business hours, or upon reasonable prior written notice, at Reckon's expense.
- (c) If the audit reveals that you have exceeded any usage limitations applicable to your Subscription, Reckon may:
 - (1) unilaterally change your Subscription to the appropriate Subscription based on your past usage and you will be responsible for the Fees applicable to that new Subscription; and,
 - (2) invoice you for the difference between the Fees that you did pay for your Subscription and the Fees that you would have paid if you had been using the Product under the appropriate Subscription.

15 Force Majeure Event

- (a) If a Force Majeure Event occurs, the affected party must notify the other party and the obligations of the party will be suspended to the extent that they are affected by the relevant Force Majeure Event until that Force Majeure Event has ceased.
- (b) If a Force Majeure Event continues for more than 60 days, either party may terminate this Reckon General EULA.

16 Notices and communications

- (a) Most communication from Reckon to you is by email, Community and in-product notifications. It is your responsibility to ensure that Reckon is provided with all your current contact details, including your email address and that you receive and check your emails regularly. Reckon will not be liable to you for any loss that you may incur as a result of not providing us with your current details or not receiving such communication from Reckon.
- (b) All notices and consents relating to this Reckon General EULA must be in writing. A notice is deemed to have been received:

- (1) if posted by Reckon on the Website, within 6 hours of the time of the post; or
 - (2) if sent by email or by electronic message sent via the Product or Account, when the sender receives an automated message confirming delivery or within 24 hours of that message being sent (as recorded on the device from which the sender sent the message).
- (c) If Reckon needs to provide you with notice, consent or other communication under this Reckon General EULA, Reckon will do so by sending a message to you via your Product or Account, sending an email and/or text message to the email address and/or mobile phone number specified on your Account, posting a notice on Reckon's Website or through push notifications.
- (d) If you want to contact Reckon you may do so by sending a message to Reckon via the Website or emailing Reckon at info@reckon.com.

17 General

- (a) Reckon reserves the right at any time to change or remove features of the Products, or to substitute one Product for another, provided that, where there is any material difference between the functionality of the Product for which you have a Subscription and the changed or substituted Product, Reckon will provide you with 30 days' notice of that change and you may terminate your Subscription at any time during the 30 days' notice.
- (b) Nothing in this Reckon General EULA will be taken as giving rise to a relationship of employment, agency, partnership or joint venture.
- (c) This Reckon General EULA together with your Subscription contains the entire understanding between the parties concerning the subject matter of the agreement and supersedes all prior communications.
- (d) The failure of either party to enforce any provisions under this Reckon General EULA will not waive the right of such party thereafter to enforce any such provisions.
- (e) If any term or provision of this Reckon General EULA is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed from this Reckon General EULA and the remaining terms and conditions will be unaffected.
- (f) This Reckon General EULA is governed by and construed in accordance with the laws of New South Wales, Australia. The parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales. This Reckon General EULA shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- (g) Reckon may change this Reckon General EULA and will use reasonable endeavours to notify you, including by posting the changes on the Website, and;
 - (1) if the changes to this Reckon General EULA have a material adverse impact on you, you must notify us within 30 days of receiving notice of the change; and,
 - (2) if we consider that the change does have a material adverse impact on you, (determined in our sole discretion) we may allow you to continue to operate under the Reckon General EULA in effect immediately prior to the change; but,
 - (3) if we do not offer you this option, you may terminate your Subscription on notice to us.
- (h) You agree that by entering into a new Subscription, paying a Fee, accepting an Update or an Upgrade you will be accepting:

- (1) the Reckon General EULA current at that time and that the provisions of sub clause (g) (1-3) do not apply; and,
- (2) the Product at that time.
- (i) You may not assign, transfer or otherwise deal with this Reckon General EULA or any right under this Reckon General EULA.
- (j) Reckon may assign, transfer or otherwise deal with this Reckon General EULA or any right under this Reckon General EULA including a Subscription if it is commercially reasonable for Reckon to do so, for example where Reckon's business is sold.
- (k) Any warranty, indemnity, or obligation of confidentiality in this Reckon General EULA will survive termination. Any other term which by its nature is intended to survive termination of this Reckon General EULA survives termination of this Reckon General EULA.

2 New Zealand

Last updated: 1 February 2024

If you are purchasing the Product in New Zealand and or are subject to the jurisdiction of New Zealand and/or New Zealand law, the following terms and conditions supplement the Reckon General EULA and also apply to you:

- (l) This Reckon General EULA is subject to the consumer guarantees regime as set out in the *Consumer Guarantees Act 1993 (NZ)* (**Consumer Guarantees Act**), as amended from time to time.
- (m) You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- (n) These guarantees cannot be modified nor excluded by any contract, except in those circumstances contemplated by section 43(2) of the Consumer Guarantees Act.

Schedule 1

Definitions

In this Reckon General EULA capitalised terms shall be defined below, and if not defined shall have the same meaning as used on the Website:

Term	Meaning
Account	means an account with Reckon which is used to access or administer (as applicable) a Subscription.
ASIC	means the Australian Securities and Investments Commission.
ATO	means the Australian Taxation Office.
AUSKey	means the current on-line security credential used to enable reports to be sent to Participating SBR Agencies to access government on-line services.
Cloud-Hosted Product	means a Product that is not a Desktop Product.
Consequential Loss	means any loss that does not arise naturally in the ordinary course of things from the event or circumstance giving rise to the loss.
Confidential Information	<p>means confidential, proprietary and commercially-sensitive information (irrespective of the form or the manner in which the information is disclosed, or the time of such disclosure) including information which:</p> <ol style="list-style-type: none">1 is identified as confidential or ought to have been known to be confidential; and2 relates to the business affairs and practices, including financial information, business opportunities, business plans, business processes and methodologies, <p>but does not include information which is in, or comes into, the public domain other than by a breach of these Terms of Use, or which is independently known to the other party as evidenced by its written record.</p>
Consumer Guarantees	means the consumer guarantees regime as set out in Schedule 2 to the <i>Competition and Consumer Act 2010</i> (Cth) (also referred to as the Australian Consumer Law), or the <i>Consumer Guarantees Act 1993</i> (NZ), as amended from time to time, or other similar legislation of a state or territory of Australia or New Zealand respectively.

Term	Meaning
Country-specific Terms	means the country-specific terms set out under the 'B. Country-specific Terms' heading below.
Data	means the data, content, software, documents, files, information and materials you store, develop, host or publish on Reckon's infrastructure using the Products.
Data Recovery Period	means the period of 3 months after termination or expiry of your Subscription during which your Data may be extracted from a Product.
Desktop Product	means a Product that must be installed on a personal computer to operate.
Desktop Product Warranty Period	has the meaning given in clause 11.1(a) of these General Terms.
Fees	the fees as described in the Subscription or as subsequently amended and notified to you, including GST
Force Majeure Event	<p>means any act, event or cause including earthquakes, cyclones, floods, fires, lightening, storms or other acts of God, strikes or industrial disputes, riots, terrorist acts, civil disturbances, pandemics, epidemics, any government-enforced lockdowns or restrictions, breakages of machinery or industrial conditions or arising out of any other unexpected and exceptional cause, delays in transportation and dispositions or orders of governmental authority, which:</p> <ol style="list-style-type: none"> 1 directly or indirectly results in a party being prevented from or delayed in performing any of its obligations under this Reckon General EULA; and 2 is beyond the reasonable control of that party.
General Terms	means these general terms set out under the 'A. General Terms' heading.
IKC	means the unique code of that name that may be issued by Reckon to activate a Product.
Intellectual Property Rights	means all present and future rights conferred by statute, common law or equity in or in relation to any copyright, trade marks, designs, patents, circuit layouts, plant varieties, business and domain names, confidential information, trade secrets, inventions and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registered, registrable or patentable.

Term	Meaning
Liability	means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to this Reckon General EULA or otherwise.
Outputs	means the outputs generated by a Product.
Participating SBR Agencies	means Commonwealth or State Government departments or agencies participating in the Australian Government's Standard Business Reporting.
Pre-existing Material	mean any of materials existing at the date of this Reckon General EULA, including all trade marks, designs, design specifications, software, hardware or other documentation and materials used in Reckon's business or operations, including software, source code, scripts, materials, reports, diagrams, code, processes, methods, specifications and other works.
Products	means software and applications, including any websites or interfaces used to access the software and applications, offered by Reckon from time to time.
Reckon	means Reckon Limited (ACN 003 348 730).
Reckon General EULA	means this Reckon General End User Licence Agreement, consisting of: <ol style="list-style-type: none"> 1 these General Terms; 2 the Country-specific Terms; and applicable to each Product .
Reckon Partner	Means a registered member of Reckon's "Partners Program" as found at https://www.reckon.com/au/partners/ .
SBR-enabled Software	means the application(s) which allow access to government on-line services offered by Participating SBR Agencies to meet certain reporting obligations by using this Product together with the authorisations permitted by your AUSkey credentials.
SBR End User Agreement	means the end user agreement produced by the Australian Government applicable to the SBR-enabled Software which can be found a https://www.sbr.gov.au/sbr-products-register/sbr-end-user-agreement

Term	Meaning
Subscription	means the Product, feature set and usage limitations together with the term selected by you when purchasing a licence for a Product either through the Website, an App Store or by contacting Reckon directly by telephone or email. The product, feature set and usage limitations may be described on the Website as a “Plan”. In the absence of any express selection of the term, the term shall be the period to which the Fee relates.
Sunset Period	means, in relation to a Desktop Product, the period commencing at the later of: <ol style="list-style-type: none"> 1 12 months after the purchase of the Desktop Product; 2 the release of a subsequent version of the Desktop Product; and 3 another date nominated by Reckon in the Sunset Policy, and continuing in perpetuity.
Sunset Policy	means the ‘Reckon sunset policy’ available at https://www.reckon.com/au/policies/sunset/ .
Third Party Products	means any third party products and/or services, including bank data feeds.
Trial	means a Subscription that is provided by Reckon without any Fees.
Update	means a new version of Product which contains minor enhancements, and Reckon will determine whether a new version constitutes an Upgrade or an Update in its sole discretion.
Upgrade	means a new version of a Product which contains additional functionality or other enhancements, and Reckon will determine whether a new version constitutes an Upgrade or an Update in its sole discretion.
User	means a user of a Product authorised under an Account.
Website	means Reckon’s websites, including, without limitation: <ol style="list-style-type: none"> 1 www.reckon.com/au/; and 2 www.reckon.com/nz/.