



Award Winning Online Accounting Software

Terms of Service

All users accessing this site are encouraged to carefully review these terms of service before using or accessing the services being offered through this site. Any user who continues to use this website and/or avails himself/herself/itself of the services being offered on the website shall be deemed to have accepted these Terms of Service without any modification/qualification of the same. If you do not agree or accept these Terms of Service as they are, please do not use the site. If for any reason you are unable to meet all the conditions set forth under this agreement, or that if you breach any of the terms of service contained herein, your authorisation to use this site or access any of the services offered under it immediately lapses and you must destroy any materials downloaded or printed from this site. SortMyBooks reserves the right to modify or change these Terms of Service without giving prior notice. We shall, however, endeavor to post the most current version of the Terms of Service on an easily accessible part of this site, and your use of this site is subject to the most current and/or updated version of Terms of Service as at the time of access or use of this site.

A. Definitions.

The following terms shall have the following meaning throughout the Terms of Service.

- i) The terms "SortMyBooks", "we", "us" shall refer to Aisling Software Ltd. and all its affiliates.
- ii) The term "subscriber" refers to any person who maintains an account with us for keeping financial information entered or provided by such person.
- iii) The term "you" and "user" shall refer to the subscriber and any person who visits this site for a legitimate purpose.
- iv) The term "applicable law" refers to the law currently in force in Republic of Ireland and which shall govern this agreement.
- v) The term "system" shall refer to the online accounting software platform provided by SortMyBooks and shall include the software running such platform as well as content.



Award Winning Online Accounting Software

B. General.

SortMyBooks grants the subscriber a non-exclusive, non-transferable license to use its software and also allow users to use this resource in accordance with these Terms of Service. The subscribers and the users as well do agree not to infringe on proprietary as well as the intellectual property of third parties with whom we have partnership with, and this will also involve abiding with the terms of license agreements that are applicable thereto.

You acknowledge that you must provide for your own access to the World Wide Web and to meet the costs associated with the service, as well as procuring all equipment that are necessary in order to access the service, including but not limited to a computer and a modem. You shall also be responsible for the maintenance of such equipment.

Subscribers may provide password access to such users as they will have paid for in order for such users to access the information and perform various tasks as instructed by the subscribers which include but not limited to sharing files, creating invoices, managing files and any other lawful tasks that the subscriber may prescribe.

SortMyBooks may, without notice or liability, add, discontinue or revise any aspect, mode or design of the system which include but not limited to the scope of service, time of service, or to the software/hardware required for access into the system.

The subscribers and the users shall be responsible for maintaining the confidentiality of their usernames and password, and the subscriber will be responsible for all activities performed under their passwords including charges for such activities, as well as unauthorized use.

The subscriber will ensure that any information entered into our system shall be accurate, reliable and complete. Whereas SortMyBooks shall take reasonable efforts to ensure the accurateness of material entered into the system, the mere



Award Winning Online Accounting Software

posting of that information does constitute neither endorsement nor warranty as to the accuracy, timeliness, materiality, completeness or reliability of such materials.

C. Terms of usage.

During the subsistence of the agreement to use or access our services, the user and the subscriber agree to use our services for the purposes that they were intended and to the extent that the services have been paid for.

SortMyBooks has both the proprietary rights as well as the intellectual property rights that are contained in the hardware/software that make up the system. The technical procedures, processes, concepts and methods of operation that are inherent within the software constitute trade secrets. The usage by subscribers and users of our software does not constitute sale or transfer of any of our rights in the software to such subscribers or users. Without any prejudice to the foregoing, any information or data entered into the system by the subscriber or otherwise provided for entering into the system on the subscribers behalf shall at all material times remain the property of the subscriber.

That the subscriber will not make copies of the software, or otherwise cause to be made such copies and will also take all reasonable steps to forestall any unauthorized copying, or to disclose to any third party any trade secrets that the subscriber may have come across whilst using our services, which include, inter alia, advising and preventing the users from duplicating or using reverse engineering to make unauthorized copies of the software.

Should any subscriber wish to cancel the subscription they must communicate this to us at the earliest possible opportunity. The subscriber may then afterwards discontinue paying any more subscription money.

D. Refund Policy

See Refund Policy here

<https://sortmybooks.zendesk.com/hc/en-us/articles/360005050553-Refunds>



Award Winning Online Accounting Software

E. Prohibited use.

The subscribers including users are to access the information stored in the system only for lawful purposes and are not to use such information for the purpose of committing or furthering fraudulent acts or commit such acts that would give rise to both or either civil and criminal liability.

The subscriber agrees not to provide or enter such information that can be regarded as libelous, malicious, profane, fanning ethnic or racial tensions, immoral or any such information which any reasonable person would consider objectionable on grounds of good conscience.

No subscriber or user shall have the permission to submit or post any unsolicited, unauthorized or annoying material to other persons through the use of the service, or send any promotional materials, advertise, engage in phishing, spamming, sending out of chain letters or engage in any form of improper solicitation.

That no subscriber shall be permitted to upload material into the system that he ought to know that it seriously infringes on the intellectual properties of other people, or upload material that places unnecessary load as to affect the performances of our websites, systems and equipment.

The subscriber may not lease, sell, pledge, sublicense, assign or otherwise deal with the software belonging to SortMyBooks in a manner that is inconsistent with our intellectual property rights over the software.

F. Updates.

SortMyBooks will endeavor to continuously improve its software for better usage by the subscribers. As such we may remotely update any version of our software with or without a prior notice to the subscribers or users. The updates may occur automatically or may be caused to occur through operation of prompts that



Award Winning Online Accounting Software

appear on the subscribers interface. The updated version will be subject to the current terms of service and any other additional terms that may also be included in the current terms with or without notice. SortMyBooks may send emails to subscribers explaining the new features of the updated version of the software or may simply post such updates on the most appropriate portion of its website.

G. Limitation of liability.

The subscribers and their users hereby agree to release, remise and forever discharge SortMyBooks and its affiliates, funder, partners, service providers, vendors, and contractors and each of their respective agents, directors, officers, employees, and all other related persons or entities from any and all manner of rights, claims, complaints, demands, causes of action, proceedings, liabilities, obligations, legal fees, costs and disbursements of any nature whatsoever, whether known or unknown, which now or hereafter arise from, relate to, or are connected with his/her/its use of the SortMyBooks's software to the extent that such release is not prohibited by applicable law. If the subscriber is dissatisfied with the service or finds any part of these Terms of Service unacceptable, then such a subscriber may choose to discontinue using the services offered through our website.

In no event will SortMyBooks become liable to a subscriber or any other person for any lost profits, lost savings, lost data, or other special or consequential, incidental or exemplary damages arising out of or relating to this agreement or any information, product or data that is in the hands of SortMyBooks under this agreement including but not limited to, loss of data, income, profit or opportunity, loss of or damage to property and claims of third parties, or any indirect or consequential loss or damages, even if we have been advised of the possibility of such loss or damage, or such loss or damages were reasonably foreseeable. Nothing in this agreement operates to relieve SortMyBooks any liability from wanton or willful and reckless acts that may give rise to liability in tort or contract.



Award Winning Online Accounting Software

Except in the manner provided for in this terms of service, a subscriber is not entitled to any warranty that the service provided by the websites will meet the subscribers requirements and expectations, or that the services will be uninterrupted, flawless, timely, accurate, reliable, secure or error free or that the website will be free of viruses or other harmful elements, or that the errors in the software will be corrected.

Title to, and all Intellectual Property Rights in, the Data remain Your property. However, Your access to the Data is contingent on full payment of the SortMyBooks access fee when due. You grant SortMyBooks a licence to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services and for any other purpose related to provision of services to You.

H. Termination of service.

The agreement with the subscribers is effective on a monthly, quarterly or annual basis (depending on the billing frequency chosen by the subscriber) and may continue on such basis until the agreement has been terminated by either party. The following are the ways in which the agreement between the subscriber and SortMyBooks may be terminated.

- i) Should any subscriber wish to cancel their subscription, he/she must communicate the decision to cancel in writing to SortMyBooks prior to the next billing period. Please email contact@sortmybooks.com or submit a ticket <https://sortmybooks.zendesk.com/hc/en-us/requests/new> requesting your subscription to be cancelled. Upon receipt of the subscriber's instructions to cancel their subscription, SortMyBooks will cancel all scheduled payments and discontinue making any charges to the subscriber's credit card or bank account.
- ii) We issue notice to any party to the effect that that party has in our reasonable judgment breached this agreement or any other agreement as between the parties and upon expiration of 7 days to remedy the breach and such party failing to do so.
- iii) Upon any party being adjudged bankrupt or having a receiving order being made against him/her.



Award Winning Online Accounting Software

- iv) In case of a company, upon an order or a resolution being passed for the purposes of winding up the business activities other than for the purposes of amalgamation, merger or reconstruction or upon a composition agreement being made with the creditors.
- v) Upon us giving a 15 days notice terminating the agreement to any party and such notice will be effective upon the expiration of the 15 days.

I. Credit Card Information.

SortMyBooks does not store the credit card information of users or subscribers unless the user or subscriber inputs credit card data into the auto billing feature within SortMyBooks periodic billing mechanism. All credit card related information are stored with Global Payments. Subscribers and users who enable auto billing and choose to store their credit card information or that of their users (or vice versa) are responsible for the security of that credit card information. When storing credit card information using the SortMyBooks periodic payment mechanism, subscribers and users acknowledge that they are aware of, and accept as satisfactory, SortMyBooks credit card number protection procedures.

J. Disclosure of information.

While we acknowledge that the confidentiality of any information stored into our system must be maintained at all costs, we may, upon special circumstances have to disclose information about subscribers in any of the following circumstances.

- i) Fraud prevention and law enforcement;
- ii) To comply with any legal, governmental or regulatory requirement;
- iii) Our lawyers in connection with any legal proceedings;

K. Third Party links and Content.

This website may contain links to other websites. Such sites are completely independent to this site and as we have no control over them, we accept no



Award Winning Online Accounting Software

liability in respect of the subscriber or other users use or inability to use them or any of the content of such sites. We likewise accept no liability in respect to any of the products, information, materials or services offered or provided by other organizations listed or linked to this site, and neither do we endorse any of these sites or their products and services. Should the subscriber or user elect or enter into a binding contract with any of this site, we are not involved in any way and therefore we will not be liable in contract or otherwise for any injury, loss or damage suffered as a result of the subscriber or user accepting or offering to accept any products or service that are available from those sites

L. Authorization to export data.

The subscriber and the user acknowledges that we have the sole discretion to keep a copy of his/her/its transactional information gathered through the use of this website and other information uploaded on the subscribers account outside the Republic of Ireland as well. We however shall not share such information with anyone except in the manner provided elsewhere in these Terms of Service.

M. Force Majeure.

Neither party should be held liable for a delay or failure in performance of the agreement for services caused by reason of any occurrence of unforeseen event beyond its unrealistic control, including but not limited to, acts of God, earthquake, embargo, labor disputes and strikes, riots, war, floods and governmental restrictions. The party so affected by the unforeseen event shall be so excused on a day-to-day basis for the period of time equal to that of the underlying cause of delay.

N. Severance.

All provisions of these Terms of Service are, notwithstanding the manner in which they have been grouped together or linked grammatically, are severable from each other. If any of these Terms of Service should be determined to be



Award Winning Online Accounting Software

unenforceable because they have been held to be invalid, illegal, void or unlawful for any reason by any court of competent jurisdiction then such Term of Service shall be considered pro-non scripto, and shall be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining Terms of Service shall survive and remain in full force and effect and continue to be binding and enforceable.

O. Governing law.

This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws applicable in Republic of Ireland without any regard to a conflict of laws provision, and the parties hereto irrevocable submit to the exclusive jurisdiction of the courts of the Republic of Ireland.

P. Legal Status of SortMyBooks and its affiliates.

The website, <https://sortmybooksonline>, www.sortmybooks.com, and the name SortMyBooks are property of SortMyBooks a company incorporated in the Republic of Ireland and as its legal registered address is as follows:

SortMyBooks
Unit 3, KTI Centre
Deer Park
Killarney
Co Kerry
Ireland
V93 P83F