

# Lightyear Terms of Service

Last Modified: 7th July 2018

## About

1. Lightyear is an accounts payable solution that processes bills and other documents line by line and inputs it into your respective accounting system and ERP systems. Depending on which jurisdiction you are in, the Lightyear Service will be offered to you by one of the following entities, hereafter referred to as "**Lightyear**" or "**we**" or "**us**" or "**our**"
  - Australia, New Zealand – Lightyear Cloud Australia Pty Ltd, 11/285a Crown Street, Surry Hills, 2010, Australia (ABN 68622231903)
  - UK – Lightyear Cloud UK LTD, 3B, The Innovation Centre, Queens Road, Belfast BT3 9DT, United Kingdom (NI648587)
2. These Terms of Service (the "**Terms**" or "**Agreement**") govern your access to and use of this website ("**site**") and the current and future Lightyear service/s available from this site (the "**Service**" or "**Services**"), so please read them carefully.
3. All users are subject to these terms. By using any aspect of this site, you indicate your acceptance of this Agreement. If you don't agree with any part of the Agreement, you must stop using the site immediately and destroy any materials you have acquired from it.
4. If you are using the site or the Service on behalf of an organization, you are agreeing to the Terms on behalf of that organization and yourself. In that case, "**you**" and "**your**" will refer to both you and the organization separately and jointly. By using the site or the Service on behalf of an organization you are warranting that you have the authority to bind that organization to these Terms. You are also personally warranting that the organization that you are representing is indeed a real organization.
5. You may use the Service only in compliance with these Terms. Lightyear reserves the right to change the Terms at its discretion. Changes to the Terms will either be sent by notification to the email address of administrators of the system (as nominated by you) or by posting notice of the new Terms to our blog or website, so please check those pages regularly.
6. Your use of the site and the Service is regulated by the most recent version of these Terms which is posted on this website, and which is binding on you. You acknowledge that these Terms supersede and cancel all previous contracts, agreements and working arrangements whether oral or written, express or

implied, between us (you and Lightyear). These Terms prevail over any other terms or conditions contained in or referred to elsewhere or implied by any law, trade or commercial custom or course of dealing.

7. You also indemnify Lightyear against all costs, claims, damage and loss arising from your breach of any of these Terms or any obligation you have to Lightyear, including (but not limited to) all costs relating to the recovery of fees and charges for the Service we have provided to you, but that have not been paid by you.

### **Your responsibility**

8. You are solely responsible for your conduct and the conduct of any users who you give access to your documents in the system. You are also responsible for the content of the documents and your communication with others while using the Service.
9. You are also responsible for maintaining the list of users that you have given permission to access the site or use its Service.
10. You are also responsible for maintaining and updating your account information with us for accuracy and completeness and keeping such information (and any passwords created by you for the purposes of accessing the site) secure against unauthorized access. It should be noted that us and our employees, contractors and agents do not have access to your passwords. Your password is encrypted prior to being stored in the Lightyear system.
11. You are responsible for any activity using your account, whether or not you authorize that activity. You should immediately notify Lightyear of any unauthorized use of your account.
12. Please consider carefully who you provide access to the site to, and which of your documents you choose to share with others. Lightyear has no responsibility for that activity.
- 13. You are responsible for making payment to Lightyear for the Service, subject to the **Lightyear Pricing and Payments Policy**.**
14. It is important that you use the Lightyear site, and the Service in a responsible manner. By accepting these Terms and conditions you are also accepting the **Lightyear Acceptable Use Policy**.

### **The maps we create**

15. At the heart of the Service is the lightyear mapping engine "**maps**" (mapping rules) which allow the system to extract information from supplier bills, credit notes, statements etc.

16. You also understand and agree that you use any map available via the site at your own risk. If you use a map created by someone else (including us) you have no right to make a claim against the creator of the map or us for any loss incurred by you as a result or consequence of you using it for any purpose.

**Doc-data storage (including transfer and retention)**

17. Lightyear stores bills and credit notes which were exported at the cost of a paid credit (and if some exist, also any bills that were exported during your Free Period) for the regulatory period in accordance with the guidelines as set out by your local regulatory authority. That period and those guidelines may vary between jurisdictions and will be determined by the country of registration of your entity/company.
- For Australia, 7 years from the end of your financial year, so no more than 8 years.
  - For New Zealand, 7 years from the end of your financial year, so no more than 8 years.
  - United Kingdom, 5 years from the end of your financial year, so no more than 6 years.
18. Lightyear will store Statements that you file for no more than 12 months from the Statement Date. After 12 months, Statements will be deleted and will no longer be available to you.
19. Please note - if your docs have been migrated across from invitbox.com, Lightyear will store those bills for the balance of the regulatory period - that is to say (and for example) that doc-data belonging to an Australian entity that was exported to invitbox during FY'16 will be deleted from 1st July 2023.
20. Having taken regulatory requirements into consideration, Lightyear stores your data on Amazon Web Services cloud servers, based in the location that Lightyear considers will give you the most efficient access to it. That may be in overseas jurisdictions. Where you access or input data from somewhere other than the country where the data is stored, you agree to the data being transferred from one jurisdiction to another (including via any intermediate jurisdiction) as a function of transmission across the Internet. Amazon Web Services is fully GDPR compliant.
21. You should satisfy yourself that your jurisdiction allows you to have your data stored outside of your jurisdiction and take all steps necessary to get your own permissions to have your data stored at Lightyear's discretion.
22. Lightyear servers have SSL Certificates issued by leading certificate authorities, so all data transferred between users, suppliers, and the Service is encrypted. You consent to such encryption and storage. You may only access the system through a browser that supports the encryption security used in connection with the Service.

23. Lightyear does not store your credit card or bank account details. Your details are not stored by the Service and cannot be accessed by Lightyear staff. Please see the Lightyear Pricing and Payments Policy for more information on credit card payments.

### **Suspension and Termination of Service**

24. You can choose to stop using the Service at any time, either by Suspension or Termination.

#### **Suspension**

25. Suspension of Service will result in the temporary suspension of some functions of your Lightyear account. Upon suspension of Service, your @lightyear.cloud email address will be suspended (but not permanently deleted) - any emails/docs sent to it will not reach your account, nor will they be stored in the lightyear.cloud mail server.
26. If you instigate Suspension of Service via Admin Settings, any rights you have accrued in regard to Lightyear storing your docs will be honored and your users will still be able to access the Lightyear account, but you will not be able to export any new bills to inventory, ERP or accounting systems after your remaining credits are used, and Doc auto-deletion rules will also come into effect.
27. If you choose to actively cancel your monthly subscription for the Service and do not choose another plan within 90 days, or if you allow your monthly-subscription to lapse for 90 days, or have 0 bulk credits in your account for 90 days, your account will be also be automatically suspended. If you are a child account, these rules apply in relation to the status of your parent's subscription.

#### **Termination**

##### **Permanent closure of Lightyear Service**

28. In the event of the Lightyear Service being terminated indefinitely, your docs will be provided to you in the manner set out above. We have made contingency arrangements to ensure that your data will be available and provided to you for 90 days after any announcement of a permanent Termination of Services, after which all data and docs will be permanently deleted from Lightyear servers.

#### **Other content on the Site**

29. The Services may contain links to other third-party sites, services or resources. We do not endorse and are not responsible and liable for their availability, accuracy, and related content, products or services.

These links are provided to you for your convenience, and you click on these links entirely at your own risk. You are solely responsible for your use of such websites or resources.

### **Software and Updates**

30. Some of our Services may require you to download software, either from a third-party or us. We are in no way liable for any loss on your part as a result of you downloading software from a third party. Lightyear hereby grants you a limited, non-exclusive, non-transferable, revocable license to use our software solely to access the Service.
31. Your license to use the software or your permission to use the site and its Service is automatically revoked if you violate these Terms. You must not directly or indirectly or through any interposed body corporate attempt to reverse engineer or decompile our software, or assist anyone to attempt to do so.
32. Our Service may update automatically the software on your device/s when a new version is available.
33. These Terms do not grant you any right, title, or interest in the Service, Software or the content of the Service.

### **Lightyear Property**

34. The Software and other technology we use to provide the Service is our intellectual property. You may only use our intellectual property for the limited purpose of us providing the Service to you and for no other purpose. These Terms do not grant you any right to use the trademarks, logos or domain names or other brand features of Lightyear.

### **Lightyear Service is available "As Is"**

35. The following disclaimer, exclusion of warranties and limit of liability applies to the extent permitted by law. You may have a right to rely on guarantees that cannot be excluded under the Consumer Law of the jurisdiction of the Lightyear entity which is providing the Service to you.
36. You agree your use of the Service and the site is at your own risk. We warn you that the availability of the Service may be interfered with or affected by numerous factors, some of which are outside our control (including, without limitation, malfunction of equipment or software, internet access difficulties or delay or failure of transmission). Accordingly, the Service and the site are provided on an "as is" and "as available" basis without any warranties. We do not warrant that the site and the Service will be continuous, uninterrupted, timely, secure, fault free or virus free. All documents, illustrations, drawings, particulars, dimensions, performance data and other information on the site or made available by us are

intended to represent no more than a general illustration of the Service and do not constitute a warranty of representation by us that the Service will conform to the same.

37. This clause survives termination of this Agreement.

#### **Exclusion of Warranties and Limitation of Liability**

38. To the extent permitted by law, we and our employees, contractors and agents exclude all express or implied warranties, guarantees and conditions under statute or general law in connection with the site or the Service. Where such express or implied terms cannot be excluded, our liability for breach of any express or implied terms is limited to the following remedies (the choice of which is to be at our sole discretion):

In the case of goods one or more of the followings:

- i. the replacement of the goods or the supply of equivalent goods;
- ii. the repair of the goods;
- iii. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- iv. the payment of the cost of having the goods repaired.

In the case of services one or more of the followings;

- i. the supply of the services again; or
- ii. the payment of the cost of having the services supplied again.

39. Without limiting any other clause in this Agreement, you release us and our employees, contractors and agents from all liabilities, actions, costs and expenses incurred or suffered by you in connection with the use of the site or the Service by you or your employees, contractors and agents, howsoever caused.

40. In addition to the above, we will not be liable to you for any special, indirect, consequential or economic loss or damage of any nature incurred or suffered by you in connection with your use of the site or the Service, howsoever caused.

41. This clause survives termination of this Agreement.

#### **Miscellaneous Legal Terms**

42. The governance of the Terms of the use of the Service will be governed by the following

- Australia, New Zealand - New South Wales Law, in the Commonwealth of Australia

- United Kingdom & all other jurisdictions - Northern Ireland Law

43. Any claims arising out of or relating to these Terms or the Service or software must be litigated in the jurisdiction set out above, and both parties consent to venues and personal jurisdictions there, and that the language of any dispute resolution there will be English.
44. These Terms constitute the entire and exclusive agreement between you and Lightyear with respect to the Service, and they supersede and replace any other agreements, Terms and conditions applicable to the Service.
45. These Terms create no third-party beneficiary rights.
46. Lightyear's failure to enforce a provision is not a waiver of its right to do so later.
47. If a provision of this agreement is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible.
48. You may not assign any of your rights in these Terms, and any such attempt is void, but Lightyear may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Service.

## Lightyear Privacy Policy

Last Modified: 17<sup>th</sup> May 2018

49. Lightyear considers there to be 2 distinct types of data
  - Personal (Ordinary) information - refers to information that relates to an identifiable person or data that can possess identifiers and therefore identify a specific person.
  - Doc-data - refers to the Docs, any data extracted from them, any notes added to them, and the emails in which they were sent into Lightyear

In order to ensure compliance with privacy laws in varying jurisdictions, and to ensure ease of use of the Service, we choose to identify and treat the different data-types distinctly.

50. This Privacy Policy applies to your access to the Service, regardless of how or from where you access it. By using the Service you consent to the collection, transfer, processing, storage and disclosure of your

personal information in accordance with this Privacy Policy, and any other uses described in this Privacy Policy.

51. Users can access the Service through our website [www.Lightyear.cloud](http://www.Lightyear.cloud), through applications on devices (sometimes referred to as Apps), through APIs, or they can access the site via third party web links or third-party Apps. A “**Device**” is any computer used to access the Service and it may be (but not limited to) a computer, laptop, palmtop, desktop, tablet, smartphone, mobile phone or other consumer electronic device.
52. It should be noted that if we provide links to third parties websites, or if we suggest to you third party services which are outside of our ownership or control, that the privacy policies of those third parties may be different from our own, and as such their privacy policy will govern transactions that you may undertake on those sites or through your dealings with those parties.
53. Whilst your privacy is important to us, Lightyear may monitor and record aspects of your use of the Site. The **Lightyear Privacy Policy** will regulate the information we collect.

#### **Personal Information you provide**

54. We may collect your personal information for the purposes of providing the Service. We will only collect your personal information to the extent necessary for us to perform the Service. Particulars of how we collect and use your personal information are set out below. You consent to such collection and use. You can request for personal information to be permanently deleted at any time as per GDPR regulations.
55. When you register as a user, and when you register a company, we collect some personal information including, but not limited to, your name, telephone number, email address, billing information, fax number, location, company details and postal addresses.
56. You may also provide us with contact information for other persons or entities in order to allow us to allow you to send messages to those persons or entities.
57. You may also ask us to use your social network information if you give us access to your social network connection services.

#### **Other Information you provide**

58. You may also ask us to import information from other computer systems, such as supplier information from your ERP or Accounts System, such as Supplier Names, Supplier details, Supplier payment information, GL Codes, cost centers, etc.)



59. We may also continue to store other files that you upload (such as price-list files, GL Code, Supplier Cards etc) until you suspend or terminate using the service, or until such time as you delete them from the Service.
60. You may also, by the nature of the Service, provide us with information concerning who your suppliers and customers are, and the products, services and prices that you buy and sell from and to them.
61. We may also receive information either from you directly or from our partners or suppliers that you interact with.
62. When you use the system we automatically record information about your use of the service. This is referred to as “**log data**”. This log data includes, but is not limited to, your devices IP address, browser type, the web page visited before ours, information you search for through our website, locale preferences, ID numbers associated with your devices, your mobile carrier, data and time stamps associated with transactions, system configuration information, metadata concerning your files, and other interactions with the Service. We use Google Analytics as well as our own programming to capture this information. To view what information might be collected, please visit <http://www.google.com/intl/en/analytics/privacyoverview.html> .
63. We may also use cookies to save your registration ID and login password for future logins to the Service. We may also use session ID cookies to enable certain features of the Service and to better understand how you interact with the Service. Through your browser settings you can manage its cookie settings.

#### **Sharing the information (personal or other), you provide**

64. We will use and disclose your information for the primary purpose of performing the Service to you. However, we may also need to use your personal information for the following purposes. You consent to us using your personal information for this purpose.
65. Your own individual and your company information are listed in the Admin section of the site, and to some degree you are able to change that information. It should be noted that your username (as you set it) would be visible to other users of the system that you communicate with.
66. Lightyear does also employ the services of third parties to help us provide the Service to you. They may have access to your information as required in order to permit them to perform their obligations to us. This information may be stored in the UK or in any other jurisdiction that Lightyear operates. Lightyear may be required to respond to subpoenas or court orders or be asked to respond to other legitimate requests for your information from appropriate law enforcement or governmental authorities, from within the UK or overseas. We may not necessarily provide you with notice of such requests. We will only release information to such third parties if we feel it is appropriate to comply with the law, prevent

fraud, protect the safety of a person from death or serious bodily injury, or to protect Lightyear's property rights, employees or agents, or the rights of our users.

67. Lightyear also reserves the right to report any suspected unlawful activity to the appropriate authorities. And such report will be done without prior notice to you, and you consent to such disclosure by us.
68. If we are involved in a merger, acquisition, or sale of all or a portion of our assets, or a restructure with other affiliate companies, your information may be transferred as part of that transaction.
69. We may disclose your non-personal, non-private or aggregated information to third parties.
70. If you choose to use one of our public forums or blogs you should be aware that the information that you post there may be read, collected and used by others who access them. Your posts to these forums may remain even when you cancel your account. We do retain the right to remove posts at our discretion, without any notification to you and without making any compensation to you.
71. We may also need to disclose your personal information to related companies, our consultants and professional advisers or our debt collection service.

#### **Doc-data - Your docs, their emails and their content**

72. In using our Service, you or your suppliers need to provide us with your bills/invoices, credit notes, statements and other financial statements (your "**docs**") in order to allow us to copy and extract data from them and provide the Service to you. In doing so, you or they are stating that the information contained within the docs and any associated email or communication which is sent to Lightyear is not confidential, and you provide consent to us to parse the email, extract data, and store the resulting doc-data. You retain full ownership of your docs, but we do retain the right to use the doc-data to provide the Service to you, and to other Lightyear users. We also retain the right to store the doc-data indefinitely until you instruct us to delete them from our system (see section on Deleting your Data). These Terms do not give us any right to own the docs, emails or any intellectual property contained within or upon them, except for the limited rights that are needed to provide the Service.
73. The communication chain/s that come with the docs (and form part of the doc-data) form part of your audit history. By sending communications and docs into Lightyear you acknowledge that we cannot separate the communications from the rest of the doc-data, and that the communications cannot be deleted without deleting all the doc-data.
74. Of the docs that you or your suppliers send into your Lightyear account, you decide which files we store on your behalf. We will continue to store any files that have not been deleted under the Doc-data deletion rules (outlined below) and subject to you complying with the **Lightyear Pricing & Payment Policy**.

75. We will not share detailed, personal or confidential doc-data, with any third party, except where it is necessary to provide the Service to you, or where you authorize us to do so. We may however use non-personal, summary or aggregated doc-data in order to provide you and other users with the Service.
76. You may request us to do any of the following; forwarding docs to third parties, downloading docs from our servers through your browser, checking docs for you, storing or transferring docs for you. If you instigate an action either on the site, by email, letter, telephone or any other medium, you are giving us absolute authority (consent) to carry out the action on your behalf either directly or via third parties we work with to provide the Service. This consent does not allow us to do anything with that information apart from providing the Service.
77. As a **customer** in a supply chain, by forwarding the docs to your Lightyear account, or asking your supplier to send them to it directly on your behalf you are warranting that you own those documents and that you are authorizing us to perform services relating to those docs for you. You give consent to us parsing the emails, process those docs, and store the doc-data on your behalf. You still need to authorize the docs in order to validate them.
78. As a **supplier** in a supply chain, if you send into us invoices to distribute to customers on your behalf you are warranting that the sales invoices are yours and that they are legitimate. We are simply delivering those documents on your behalf, and by that delivery we are not in any way validating them for you. You are also authorising us to process those docs on behalf of yourself and/or your customers, and store the doc-data on behalf of you and/or your customers. We cannot be held responsible or liable for a customer of yours not approving an invoice in the Lightyear network or failing to pay an invoice.
79. Whilst we will make every effort to ensure that bills get delivered only to the electronic address that you provide to us, you release us and our employees, contractors and agents from any liability for any invoices that are delivered to an incorrect electronic address; or any invoices that are not delivered at all, or in a format that renders the invoice unusable by the recipient howsoever caused.

### **Downloading your docs**

80. At any stage, you may request a **download** of the docs that Lightyear stores on your behalf, and that it has received as part of providing the Service to you. We may retain your information as necessary to comply with a legal obligation, to resolve disputes, and enforce our agreements. Transferring your docs to you does not release you from any obligation to pay us for Services that we have provided for you.

## **Deleting your doc-data**

81. At any stage, you may request a **deletion** of the doc-data that Lightyear stores on your behalf, and that it has collected as part of providing the Service to you. We may retain your information as necessary to comply with a legal obligation, to resolve disputes, and enforce our agreements. Deleting your doc-data for you does not release you from any obligation to pay us for the Service that we have provided for you. Please note that there may be latency in your request.
82. Lightyear reserves the right to delete doc-data under the following conditions
- If a doc has remained in a Processing, Approvals, Review, Signed Off, Disputed or Inventory tab for 180 days without having been moved to or from another tab, the doc-data relating to the doc will be deleted, but if the doc-data has been exported to either your accounting software or your inventory system, the doc-data will not be deleted.
  - If you sign up for a Lightyear account, and the account is not set to be a child of a parent, Lightyear will delete the account and all of the doc-data after 180 days after your free-trial period expires unless you have bought a monthly or a bulk-buy plan during those 180 days. In addition, Lightyear will also delete the Lightyear account without any further warning.
  - In addition, any doc-data that has been in your trash for 30 days will be deleted from your trash.

## **Data Security**

83. We take all reasonable steps to protect your personal information from unauthorized access, modification and disclosure. We use firewalls to help prevent access to information in our system.

## **Data Quality**

84. We take all reasonable steps to ensure that the personal information we collect, use and disclose is accurate, complete and up to date. These steps include allowing you to update your information in the Admin section of the site. Please note you are responsible for updating your own personal information by using this section of the site.

## **Resolving your privacy concerns**

85. If you have any questions relating to this Privacy Policy or you believe we have failed to maintain the privacy of your personal information, please contact our privacy officer below. The privacy officer will respond to your enquiries as soon as reasonably possible.

## **Privacy/Data Protection Officer**

86. Our Privacy/Data Protection Officer is Gareth Burns. The following are the contact details for our privacy officer. Address: The Lightyear Corporation, 3B, The Innovation Centre, Queens Road, Belfast BT3 9DT, United Kingdom Email: [privacy@teamlightyear.cloud](mailto:privacy@teamlightyear.cloud)

## **Our policy towards children**

87. The Service is designed for businesses, or individuals old enough to trade as though they were a business. We do not knowingly collect information from children. Anyone under the age of 18 is not permitted to use this site unless you are employed by an entity that uses this site and are using this site under the supervision of an adult employed by that entity. If you are using this site, you warrant that you are either 18 years or older or are employed by an entity that uses this site and supervised by an adult employed by that entity. If you are under 18 years old, we ask that you stop using the site now unless you satisfy the criteria in this clause.

## **Employees**

88. This clause only applies to our employees and people who apply for employment with us.
89. If you apply for employment with us then generally the type of personal information we collect about you is the information included in your application or resume. We collect this information for the purpose of processing and considering your employment application and storing your information for future job opportunities. In processing and considering your application, we may also obtain information about you from third parties, for example, a previous employer or a nominated referee.
90. We may disclose your personal information to:
- i. organizations that conduct competency or psychometric tests;
  - ii. referees or previous employers;
  - iii. one of our related companies;
  - iv. recruitment agencies or professional advisers acting on our behalf;
  - v. law enforcement agencies to verify whether you have a criminal record; or
  - vi. educational or vocational organizations to the extent necessary to verify your qualifications.

## Feedback

91. We always value feedback, but be aware that any feedback, comments or suggestions you send to us or post in our forums (either on the site or external to it) may be used by us without any obligation to you.

## Lightyear Acceptable Use Policy

Last Modified: 17<sup>th</sup> May 2018

92. You must not attempt to circumvent site security for any reason, nor must you allow or facilitate others to do so. In addition, you must not use the site to
93. Represent yourself as being someone that you are not
94. Impersonate or misrepresent your affiliation with any person or entity
95. Promote or advertise products or services other than your own without appropriate authorization
96. Mislead or deceive
97. Abuse Lightyear introductions and referrals to get more credits than deserved
98. Send fraudulent documents
99. Send unsolicited or unwelcome messages, or advertisements or promotions
100. Send altered, deceptive or false source-identifying information, including “spoofing” or “phishing”
101. Receive or distribute any documents of an illegal nature such as, but not limited to, pornography, terrorist material, or material that advocates bigotry, religious, racial or ethnic hatred
102. Post or transmit spam, junk mail or chain letters, or overload any part of the site and Service by flooding, spamming or mail-bombing.
103. Cause or facilitate the spreading of a virus or other harmful objects, or plant malware or otherwise use the Service to distribute malware
104. Access or search the Service by any means other than the publicly supported interfaces (for example, “scraping”)
105. Probe, scan, or test the vulnerability of any system or network
106. Breach or otherwise circumvent any security or authentication measures
107. Post or transmit information that is defamatory or that infringes the rights of a third party, including right of privacy and publicity
108. Breach any law, third party rights or any applicable codes or regulations in your country of origin or on any other country where the site is available
109. Collect or store personal data about others without their permission

110. Promote in in any way illegal or unwelcome activities; and

111. Undertake promotions or commercial activity

## Lightyear Pricing & Payment Policy

Last Modified: 17<sup>th</sup> May 2018

### General

112. When you first sign up to the Service, you can initially use the Service free of charge for 30 days in order to evaluate if it is right for you – your Free Trial Period.

113. If you have migrated across from invitbox.com, there will be no Free Trial Period.

114. At the end of the 30-day Free Trial Period, you must then choose a pricing plan before you can export any further docs. Only Admins are allowed to buy plans (and opt in/out of Overage Policy).

115. You are under no obligation to continue to use the Service after the Free Trial Period, but if you decide not to enter into a payment plan within 180 days of the end of your free trial period we reserve the right to delete all of your doc-data without further notice, as per the Doc Data Deletion policy.

116. If you choose to buy a monthly plan during the Free Trial Period, your free trial period will immediately come to an end, and you will start your first Monthly Billing Cycle (MBC).

117. If you choose to buy a bulk-buy plan during the Free Trial Period, your free trial period will immediately come to an end, and your Bulk Buy Period (BBP) will begin.

118. With the Service, you are not charged for the number of bills that are received by the system, but rather you are charged for the number of bill exports you make from the system.

119. A bill export is an export of bill data to any other system. If you export a bill to an accountancy system, and to an inventory system, you will only be charged for 1 bill export. Each bill export costs one credit.

120. Once a bill has been exported, it is filed in your online archive where it will be stored for you for the regulatory period relevant to your jurisdiction. Should you require your bills to be stored for longer, please email [support@teamlightyear.cloud](mailto:support@teamlightyear.cloud) and we will discuss this with you.

121. If at any stage you do not have a current payment plan in place, you will be unable to export bills from the Service. However, you will be able to continue to receive bills into the Service for a further 180 days and you will continue to be able to view your archive for any bills that you have previously exported under a paid pricing plan, subject to the rules relating to Suspension of Service. After the 180 days, if you have not purchased a plan during those 180 days, your @lightyear.cloud mailbox will be suspended, meaning you will no longer be able to receive any documents into your Lightyear account).

122. Lightyear does not store your credit card or bank account details. Your details are not stored by the Service and cannot be accessed by Lightyear staff. Your credit card and bank account details are encrypted and securely stored by Stripe who manage the collection of payments on our behalf.
123. We reserve the right to change our pricing and charges at any time, but we will always give you 30 days' notice.

### **Pricing Plans - Monthly (recurring payments)**

124. At the end of your Free Trial Period (MBC) you will be asked to choose and pay for a monthly plan (or a Bulk Buy Plan – see below)
125. Lightyear monthly recurring plans (MRPs) offer an increasing number of credits as you move to larger plans, in effect bringing down the cost for each bill export.
126. If you decide upon an MRP, you will also be given the option to opt-in to Lightyear's Overage Policy (see below).
127. At the end of your MBC any credits that you have not used during your MBC will expire.
128. At the end of your MBC you will automatically be rolled into the same MRP again unless you have chosen to change that MRP during the MBC or have cancelled it.
129. If during an MBC you change to a larger MRP, your new MRP will kick in immediately, and a new MBC will take effect immediately.
130. If during an MBC you change to a smaller MRP, your new MRP will kick in on the anniversary date of your current MBC.
131. If during an MBC you cancel your subscription, any unused credits will remain available to you until the end of the current MBC, after which no new payments will be taken.
132. Stripe will automatically take that payment from you via the method you have nominated. Upon receipt of that payment Lightyear will issue you with a bill/receipt, direct to your Lightyear account.

### **Overage Policy**

133. The Overage Policy is designed to make life easier for you during months where you need to process a few more bills than your monthly recurring plan allows for.
134. If the Overage Policy has been accepted (by an Admin), and you run out of credits during an MBC, but you still have more bills to export, the person exporting (and Admin or an AP user) will be presented with one of three options



- i. Choose to continue exporting, and Lightyear will bill you an additional charge (Previous Month Overs – PMO) at the start of your next MBC for the number of extra bills you exported in this MBC, or
- ii. Upgrade to a larger monthly recurring plan, or
- iii. Wait until your next MBC kicks in before exporting

135. The PMO will be the number of extra credits used in the previous month, multiplied by the cost of each credit in the previous month's MRP.

136. If the Overage Policy has not been accepted, only options (ii) and (iii) will be available to the AP or Admin user on export, but an Admin user will always be able to go to their Settings tab and opt in to the Overage Policy.

### **Pricing Plans - Bulk Buy (one-off payment)**

137. Lightyear bulk buy plans (BPP) offer an increasing number of credits as you move to larger plans, in effect bringing down the cost for each bill export.

138. BPP credits have an expiry of 6 months from the purchase date.

139. If you use all your credits or they expire, you will have to make another plan purchase before being able to export any more bills.

140. A BPP cannot be cancelled and refunds are not available.

141. If you have any unused credits at the time of purchase of a new BPP, the unused credits will be carried over and honored until the expiry date of the new BPP.

### **Breach**

142. If you fail to pay any debts owed to Lightyear after 30 days of them becoming due, Lightyear may take any or all of the following actions, at its sole discretion:

- Terminate the Agreement and your use of the Service and the Website
- Suspend your use of the Service and the Website for any definite or indefinite period of time
- Suspend or terminate access to all of or any doc-data that is stored for you by the Service.
- Charge interest on debt until such times as the debt (including interest) is paid in full

