



Terms of Service & Conditions of Use: Updated 22-March-2021

By Creating an Account with Invoice Ninja you are agreeing to the following terms

These Terms of Service apply to websites. subdomains & URL extensions, including not limited to invoiceninja.com, .org, .net, .app, .co, .io, .co.uk, .co.in, co.za, .it, .de, .fr, .es, .app, invoice.services), owned by Invoice Ninja LLC.

Invoice Ninja LLC provides this website and services under the following terms & conditions of use. By utilizing the invoiceNinja.com website you are agreeing to the following terms of service & conditions of use. The following terms & conditions of use constitute a binding agreement. If you do not agree to the below terms & conditions, do not use the invoice ninja platform.

Right to Amend

Invoice Ninja may amend this Agreement upon notice to you, which may be provided through email, your account dashboard, and/or the Invoice Ninja web site(s). You agree that any changes to this Agreement will be binding on you 7 days after the amendment is made (or, if a longer period if required by applicable law). If you elect to not accept the changes to this Agreement, you must immediately cancel/cease using the Invoice Ninja platform.

Definitions

Invoiceninja.com users who access invoiceninja.com services are defined as "User Accounts". User Account clients who use invoiceninja.com services to view and/or pay invoices are defined as "Clients." The wording "data" and "content" are used interchangeably.

Eligibility

By agreeing to these Terms, you represent and warrant to us: (i) that you are at least eighteen (18) years of age; (ii) that you have not previously been suspended or removed from the Website and (iii) that your use of the Website is in compliance with any and all applicable laws and regulations.

Personal Responsibility

User Accounts must ensure the confidentiality of usernames and passwords used to access their account.

User Accounts are responsible for all activity occurring within their account including all laws relating to personal & public company data, privacy, personal information, international copyright and trademark laws. You must obtain all necessary rights, releases and permissions to provide your data to Invoice Ninja. Your data and its transfer must not violate any applicable local, state, federal and international laws and regulations ("Laws") (including without limitation those relating to export control or electronic communications).

Your Obligations



You are solely responsible for, and Invoice Ninja disclaims all liability for, the provision of any goods or services sold to your customers or users as part of your use of the Invoice Ninja platform, and any obligations you may owe to your clients.

Customer Service

Customer service for your business is your responsibility. We provide customer service to you the account user, for use of the Invoice Ninja platform.

You are solely responsible for all customer service policies and issues relating to your goods or services, including pricing, order fulfillment, cancellations or no shows by you or a customer, returns, refunds and adjustments, rebates, functionality and warranty, technical support, and feedback concerning experiences with your personnel, policies or processes. In performing customer service, you will always present yourself as a separate entity from Invoice Ninja.

Data Ownership & Access

The User Accounts owns all data generated in their invoiceninja.com account. Invoice Ninja will not access, modify or distribute User Account data.

Platform Service & Data Use

You hereby grant Invoice Ninja a non-exclusive, fully sublicensable, worldwide, royalty-free right to collect, use, copy, store, and transmit data solely for the purpose of providing services to User Accounts.

Recurring Billing

By signing up for the Invoice Ninja "Pro" or "Enterprise" plans, you are agreeing to allow Invoice Ninja to auto-bill your credit card monthly or annually to ensure that you do not experience any interruption of service or downgrade of account.

By providing us with a payment method, you represent and warrant that you are authorized to use such payment method.

We reserve the right to change the subscription fees that we charge for the Service, at any time in our sole discretion, provided that we give you at least thirty (30) days' prior notice of such changes. Unless otherwise specified in such notice to you, any changes to the subscription fees will take effect in the billing period immediately following our notice to you.

In order to stop auto-billing for "Pro" or "Enterprise" accounts, you must downgrade or cancel your account.

Account Downgrade & Cancellation

In order to stop auto-billing for "Pro" or "Enterprise" accounts, you must downgrade or delete your account.



For those members that pay monthly, you can cancel within your active month at any time for a full refund of that month.

For those members that pay annually, you have a 30 day grace period from any payment date to cancel and request a full refund.

Payment Disputes

By creating an Invoice Ninja account you agree to not file any payment dispute against your monthly or annual "Pro" or "Enterprise" plan membership fee.

If you file a dispute for the cost of your monthly membership you are agreeing to forfeit the entire month cost and will be downgraded to a free account.

If you file a dispute for the cost of your annual membership you are agreeing to forfeit the entire year cost and will be downgraded to a free account.

Open Source License

Invoiceninja.com is an open-source application and invoiceninja.com source code is governed by international attribution assurances licensing:
<https://github.com/invoiceninja/invoiceninja/blob/master/LICENSE>

User Account Limited License & Termination of Use

Invoiceninja.com grants User Accounts & Clients a limited license to access the invoiceninja.com services such as User Account creation and all invoiceninja.com services, and Client services such as viewing invoices & quotations & proposals, downloading PDF, and printing invoices. This limited license may be revoked if deemed legally necessary without notice or penalty.

You will lose your license to use the Service if you violate any provision of this Agreement. Invoice Ninja's policy is to investigate violations of this Agreement before terminating/deactivating accounts, however the decision to terminate any User account is the sole discretion of Invoice Ninja.

Copyright & Trademark

Users may not use the Invoice Ninja name, brand, logo, or any copyrighted materials without express permission from Invoice Ninja.

User Accounts are responsible that their own User Account company logos, graphics, and content they upload to invoiceninja.com do not infringe on international copyright & trademark law.

If Accounts are found to be infringing on copyright or trademark law, those accounts can be subject to being deactivated without warning and without penalty to Invoice Ninja.



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Referral Program Use of Trademarked Materials

Users may utilize marketing materials provided for referral program marketing: <https://www.invoiceninja.com/referrals-program/>

However the use of such materials does not constitute a licensing for use of the Invoice Ninja brand.

Referral Program users may utilize the provided Invoice Ninja materials in the capacity of marketing Invoice Ninja as a 3rd party entity, independent from themselves.

Referral Program Users may not create social media accounts or 'community' discussion board accounts presenting themselves as "Invoice Ninja", or any of our noted trademarked brands.

Use of Emailing Services

Any User Account emailing invoices data, hyper-links, or other material that is unlawful, libellous, defamatory, pornographic, harassing, invasive, fraudulent or otherwise objectionable will be deactivated without warning and without penalty to Invoice Ninja.

Responsibility for Third-Party Material & Documents

User Accounts may utilize hyper-linking from invoices, quotations, proposals, or notification emails, to third-party web sites. Invoiceninja.com takes no responsibility for third party content, hyperlinks to websites, zip folders, or content including in User data.

Enterprise Users may upload documents to their accounts invoices, quotations, and proposals. Invoiceninja.com takes no responsibility for third party content, hyperlinks to websites, zip folders, or content including in User data.

Restricted Businesses

The following categories of businesses and business practices are restricted from using the Invoice Ninja platform ("Restricted Businesses"). In certain cases, businesses listed below may be eligible for processing with explicit prior approval, however businesses that offer illegal products or services are never eligible to use the Invoice Ninja platform. Business categories listed below in "Prohibitive Industries" are representative, but not exhaustive. If you are uncertain as to whether your business is a Restricted Business, or have questions about how these requirements apply to you, please contact Invoice Ninja ASAP for clarification: legal@invoiceninja.com

By opening an account with Invoice Ninja you are confirming that you will not use the Invoice Ninja platform in connection with the following businesses, business activities, or business practices, unless you have received prior written approval

*It is prohibited to use the Service for any dealings, engagement, or sale of goods/services linked directly or indirectly with jurisdictions deemed high risk, such as Cuba, Iran, North Korea, Crimea Region, and Syria.

Prohibitive Industries



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You may not use the Payment Services for the following businesses or business activities:

- (1) any illegal activity or goods illegal in the location of seller or purchaser,
- (2) paraphernalia that may be used for any illegal activity
- (3) buyers or membership clubs, including dues associated with such clubs,
- (4) credit counselling or credit repair agencies,
- (5) credit protection or identity theft protection services,
- (6) direct marketing or subscription offers and/or services,
- (7) infomercial sales,
- (8) internet/mail order/telephone order pharmacies or pharmacy referral services (where fulfillment of medication is performed absent a physical visit,
- (9) unauthorized multi-level marketing businesses,
- (10) inbound or outbound telemarketers,
- (11) prepaid phone cards or phone services,
- (12) rebate based businesses,
- (13) betting, including lottery tickets, sports related gambling, casino gaming chips, off-track betting, and wagers at races,
- (14) manual or automated cash disbursements,
- (15) prepaid cards, checks, insurance or other financial merchandise or services, (16) sales of money-orders or foreign currency,
- (17) wire transfer money orders,
- (18) high-risk products and services, including telemarketing sales,
- (19) automated fuel dispensers,
- (20) sales of (i) firearms, firearm parts or hardware, and ammunition; or (ii) weapons and other devices designed to cause physical injury
- (21) internet/mail order/telephone order of age restricted products (e.g., tobacco),
- (22) hate or harmful products.

Account Services Abuse

Accounts suspected of wire fraud or cyber fraud in any capacity will be immediately deactivated and reported to relevant legal authorities.

Email Phishing

Users found to be creating bulk accounts for the purpose of spam emailing, unsolicited marketing, or any other potentially illegal or harmful intent will be deactivated without warning and without penalty to Invoice Ninja.



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Credit Card & Financial Security

Invoiceninja.com does NOT store or obtain credit card or sensitive financial data in any form.

Invoice Ninja allows Users to utilize API's from their financial institutions to facilitate invoice payments online. Invoice ninja does NOT have access to User's financial institutions or specific transaction details.

Platform Availability

Invoiceninja.com uses third party hosting that strives to ensure maximum uptime. Invoiceninja.com reserves the right to interrupt access to invoiceninja.com for the sake of performing maintenance, updates, and security requirements.

Client Dispute

In the event that a User's client contacts Invoice Ninja with concerns of fraud or security concerns, Invoice Ninja will provide the client with full User contact details and advise the client to file a dispute with their bank credit card company.

Being that Invoice Ninja allows Users to utilize API's from their financial institutions to facilitate invoice payments online, Invoice Ninja does not have access to financial information or specific transaction details.

Indemnity

(i) You agree to protect, defend, indemnify and hold harmless Invoice Ninja and its officers, employees, and third party service providers from and against all claims, demands, costs, expenses, losses, liabilities and damages of every kind (including reasonable attorneys' fees) imposed upon or incurred by Invoice Ninja directly or indirectly arising from your use of and access to the Invoice Ninja site & platform;

(ii) your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or

(iii) your violation of any third-party right, including without limitation any intellectual property or other proprietary right.

Limited Liability

User Accounts and Clients agree to indemnify, defend, and hold invoiceninja.com, its directors or employees harmless against any and all liability and cost as a result of using invoiceninja.com. User Accounts and Clients shall not assert any claim or allegation of any nature whatsoever against invoiceninja.com, its directors or employees.

Invoiceninja.com shall not be liable for damages of any kind, including but not limited to loss of site use, loss of profits or loss of data, tort or otherwise, arising out of or in any way connected with the use of or inability to use invoiceninja.com.



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You shall defend, indemnify and hold harmless invoiceninja.com from any loss, damages, liabilities, expenses, claims and proceedings arising out of your use of invoiceninja.com.

Communication & Resolution

Users with questions regarding their account privacy, data use, data purging, questions or concerns on any privacy or any data use matter, should contact: privacy@invoiceninja.com or legal@invoiceninja.com