

Terms and Conditions

Last updated: September 7, 2011

FastBill GmbH („FastBill, „we“, „us“ and terms of similar meaning) provides this website and the services provided by or through this web site to you subject to these terms and conditions of use (these “Terms”).

In these terms we call this web site, any successor web sites (together, the “Site”) and the software we provide the “Application”. The Application includes your use of the FastBill API, and the use of the FastBill API by third parties authorized through your FastBill account to use your User Content (as defined below) through the FastBill API. We refer to third party services provided by the Website or Application as the “Services”, „Partner “ or „Tools “.

Please read these Terms carefully before using the Services. By accessing or using the Services you agree to be legally bound by these Terms and all terms, policies and guidelines incorporated by reference in these Terms. If you do not agree with these Terms in their entirety, you may not use the Services.

In these Terms, our customers and their team users to whom they give “team user” access to their FastBill account are called “Team Users”, and our customers’ customers who use the Services (for example, to view or pay team users’ invoices) are called “Customers”. In these Terms users of the Services, whether they are Users, Customers, people who post comments on the FastBill blog, or casual browsers of the Site, are called “Users”.

FastBill reserves the right to change or modify any of the terms and conditions contained in these Terms, or any policy or guideline applicable to the Services, at any time and in its sole discretion. If we do so, we will notify you at the email address you provide in your registration information, if any. If you do not agree with the changes, you can cancel your account with us without further obligation, except for the amount due for the balance of the billing period in which you cancel your account (if your billing period is monthly, we will prorate your account to the nearest month-end after cancellation). Unless otherwise specified, any changes or modifications will be effective immediately upon posting of the revisions on the Site, and your continued use of the Services after such time will constitute your acceptance of such changes or modifications. You should from time to time review the Terms and any policies and documents incorporated in them to understand the terms and conditions that apply to your use of the Services. The Terms will always show the ‘last updated’ date at the top. If you do not agree to any amended Terms, you must stop using the Services. If you have any questions about the Terms, please email us at [info\[at\]fastbill.com](mailto:info[at]fastbill.com).

The Services are for your own use only. You may not resell, lease or provide them in any other way to anyone else, except as expressly permitted through the Application.

1. Privacy Policy

Please refer to FastBill’s privacy policy, available at (the “[Privacy Policy](#)”) for information on how FastBill collects, uses and discloses personally identifiable information from its users. By

using the Services you agree to our use, collection and disclosure of personally identifiable information in accordance with the Privacy Policy.

2. Registration Data; Account Security

If you register for an account on the Services, you agree to (a) provide accurate, current and complete information as may be prompted by any registration forms on the Services (“Registration Data”); (b) maintain the security of your password and your API key; (c) maintain and promptly update the Registration Data, and any other information you provide to FastBill, and to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to FastBill. You are responsible for all activity on your FastBill account, and for all charges incurred by your FastBill account.

3. Fees; Charges; Taxes

Fees and any other charges for the use of the Application and for any Add-ons are described on the site. They may change from time to time. If we change them, we will give you at least 30 days’ notice. If they do change, your continued use of the Application, as the case may be, after the change indicates your agreement with the new fees and charges after the effective date of the change. Any change to fees and other charges will not be applicable to the billing period in which the change occurs.

You are responsible for all taxes applicable to the fees and charges in any applicable jurisdiction.

4. Termination of Accounts / Inactive Account

Unless otherwise mentioned in the contract, the contract start date is the first access into the users’ FastBill account. The contract is of indefinite duration and can be terminated by both parties with a period of 14 days to the end of the month. Each party may terminate the contract for good reasons (extraordinary termination) and will remain unaffected. Interrupting regular payments for usage fees may cause your account to become „passive“, i.e. you might not be able to use features like creating documents or sending them, but you will still have access to your data created before the account became passive.

If a user does not paying the monthly fees (no matter for what reason), we may change the account to „passive mode “. In this mode, the account can still be accessed, but noch productivley be used(e.g. create or send documents or add new data like clients or products). If your account is passive for at least 3 months, we may deactivate your account. Deactivated accounts are not deleted – they are placed in storage and can be restored. We will notify you by email if we decide to deactivate your account. If you know in advance that your account will be inactive at some time and don’t want us to deactivate it, let us know in advance at support[at]fastbill.com . If after your account has been deactivated it stays inactive and we don’t hear from you, we may terminate it at any time and without notice.

5. Participation and customer obligations

The customer ensures that the data given by him is correct and complete. We do not claim any ownership interest in your User Content, but we do need the right to use your User Content to the extent necessary to operate the Site and provide the Services, now and in the future. For example, if you leave comments on the FastBill blog or posts we need your license to display that User Content on the Services, and we need the right to sublicense that User Content to our other Users so that they can view that User Content. If you are a User and enter timesheet data in relation to a Customer and configure your account to display timesheet data to your Customers, we need your license to that User Content to use it in the operation of the Services, and we need the right to sublicense that User Content to your Customers for that purpose.

Therefore, by posting or distributing User Content to or through the Services, you (a) grant FastBill and its affiliates and subsidiaries a non-exclusive, royalty-free, transferable right to use, display, perform, reproduce, distribute, publish, modify, adapt, translate, and create derivative works from such User Content, in the manner in and for the purposes for which the Services from time to time use such User Content; (b) represent and warrant that (i) you own and control all of the rights to the User Content that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute that User Content, to or through the Services; and (ii) the use and posting or other transmission of such User Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity.

If your User Content is intended for the use of other Users (for example, if you issue invoices to Customers or authorize third parties to access your User Content through the FastBill API), you also grant us and our affiliates and subsidiaries a non-exclusive, royalty-free, transferable right to sublicense such User Content to such Users for their use in connection with their use of the Services.

These licenses from you are non-exclusive because you have the right to use your User Content elsewhere. They are royalty-free because we are not required to pay you for the use of your User Content on the Services. And they are transferable because we need the right to transfer these licenses to any successor operator of the Services. Our rights to “modify, adapt, translate, and create derivative works from” are necessary because the normal operation of the Services does this to your User Content when it processes it for use in the Services.

6. No Responsibility for Third-Party Material

The Site may contain links to third-party Web sites (“Third-Party Sites”) and third-party content (“Third-Party Content”) as a service to those interested in this information, including payment processors and other payment intermediaries that you may use in connection with your use of the Services. You use links to Third-Party Sites and any Third-Party Content or service provided there, at your own risk.

FastBill makes no claim or representation regarding Third-Party Content or Third-Party Sites, and provides them or links to them only as a convenience. Inclusion in the Services of a link to a Third-Party Site or Third-Party Content does not imply FastBill's endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Site or Third-Party Content. FastBill accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of, Third-Party Content, Third-Party Sites, or Web sites linking to the Services. When you leave the Services, our terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Site, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

7. Advertisements and Promotions

FastBill may run advertisements and promotions from third parties on the Services. Your business dealings or correspondence with, or participation in promotions of, advertisers other than FastBill, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. FastBill is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third-party advertisers on the Services.

8. Warranty Disclaimer

The Site, the Content, and the Services are provided to you on an "as is" basis without warranties from FastBill of any kind, either express or implied. FastBill expressly disclaims all other warranties, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. FastBill does not represent or warrant that Site, the Content or the Services are accurate, complete, reliable, current or error-free.

While FastBill attempts to make your access to and use of the Services safe, FastBill does not represent or warrant that the Site, the Content or the Services are free of viruses or other harmful components.

9. Limitation of Liability; Indemnity

You waive and shall not assert any claims or allegations of any nature whatsoever against FastBill, its affiliates or subsidiaries, their sponsors, contractors, advertisers, vendors or other partners, any of their successors or assigns, or any of their respective officers, directors, agents or employees (collectively, the "Released Parties") arising out of or in any way relating to your use of the Site, the Content, the Add-ons or the Services, including, without limitation, any claims or allegations relating to infringement of proprietary rights, or allegations that any Released Party has or should indemnify, defend or hold harmless you or any third party from any claim or allegation arising from your use or other exploitation of the Site, the Content or the Services. You use the Site, the Content and the Services at your own risk.

Without limitation of the foregoing, neither FastBill nor any other Released Party shall be liable for any direct, special, indirect or consequential damages, or any other damages of any kind, including but not limited to loss of use, loss of profits or loss of data, whether in an action in

contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the Site, the Content or the Services, including without limitation any damages caused by or resulting from your reliance on the Site, the Content, the Add-ons or the Services or other information obtained from FastBill or any other Released Party or accessible via the Site, the Content or the Services, or that result from mistakes, errors, omissions, interruptions, deletion of files or email, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of nature, communications failure, theft, destruction or unauthorized access to FastBill or any other Released Party's records, programs or services.

You shall defend, indemnify and hold harmless FastBill and the other Released Parties from any loss, damages, liabilities, costs, expenses, claims and proceedings arising out of your use of the Site, the Content and the Services, and if you are a Subscriber, from your Customers' use of the Services and from the use of the Site, the Content, the Add-ons and the Services by any person to whom you give access to your account (including as staff), including any claims made by any person that any of your, and if you are a Subscriber, your Customers', User Content infringes the rights, including the intellectual property rights, of any third party.

10. Communications

Notices that we give you (other than notice of amendment of these Terms, which is discussed in the introduction of these Terms) may be provided in any number of ways, depending on the circumstances. For example, we may email you or telephone you at the contact information you provide in your Registration Data. Or we may post a notice to Subscribers and Customers in the dashboard area of your account on the Site, or post the notice elsewhere on the Site. When we post notices on the Site, we post them in the area of the Site suitable to the notice. It is your responsibility to periodically review the Site for notices.

Subject to the Privacy Policy, if you send to FastBill or post on the Site in any public area any information, ideas, inventions, concepts, techniques or know-how ("User Submissions"), for any purpose, including the developing, manufacturing and/or marketing of products or services incorporating such information, you acknowledge that FastBill can use the User Submissions without acknowledgement or compensation to you, and you waive any claim of ownership or compensation or other rights you may have in relation to the User Submissions. We actively review User Submissions for new ideas. If you wish to preserve any interest you might have in your User Submissions, you should not post them to the Site or send them to us.

11. Using the FastBill API

If you are an API Developer and not otherwise a User, your use of the FastBill API constitutes your agreement to these Terms. We may change these Terms without notice to you by posting new Terms on the Site. It is your responsibility to review the Site for changes to the Terms. If you use the Services after new Terms are posted, your use of the Services constitutes your agreement to the new Terms. If you do not wish to be bound by the new Terms, cease your use of the Services.

FastBill grants you a limited, revocable, non-exclusive, non-sublicensable license to use the FastBill API as provided by FastBill, in the manner permitted by the Terms. Such license does not license any other Content to you, including Subscriber Content. If you wish to use your FastBill API Implementation to display or deliver any Content provided to us by a Subscriber, you must obtain the prior agreement of that Subscriber to that use, by obtaining a license from the Subscriber, in terms of use governing the use by that Subscriber of your FastBill API Implementation, for your use of that Content. This limited license is subject to the usage restrictions set forth in Section 6, and any further restrictions set out in your terms of use and privacy policy agreed to by the Subscriber. If you do not present terms of use and a privacy policy to our Subscribers upon their use of your FastBill API Implementation, you may not use the FastBill API.

Your use of the FastBill API is also subject to the following restrictions. You may not:

- Interfere or attempt to interfere in any manner with the proper workings of the FastBill API, or create or distribute any FastBill API Implementation that adversely affects the functionality or performance of the Services or adversely impacts the behavior of other applications using the FastBill API;
- misrepresent your identity or intentions when communicating with us in relation to the FastBill API, use the developer credentials licensed to a different individual or entity, allow your credentials to be used by others, or mask your usage of the FastBill API;
- use the FastBill API in association with, or as a component of, any website that in the sole discretion of FastBill is determined to be obscene or otherwise inappropriate;
- use the FastBill API for any application that constitutes, promotes or is used in connection with spyware, adware, other malicious programs or code;
- use the FastBill API in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality;
- replicate, in whole or in part, the "look and feel" of FastBill with your FastBill API Implementation;
- include in your FastBill API Implementation a combination of visual, design, or functional elements that could reasonably be expected to cause confusion between FastBill and your FastBill API Implementation among users;
- disparage or otherwise negatively represent FastBill in your FastBill API Implementation;
- use the FastBill API for any application that attempts to replace or replicate the essential user experience or functionality of the Service;
- reverse engineer, decompile or otherwise attempt to extract the source code of the Services or any part thereof;
- circumvent or render ineffective any IP address-based functionality or restriction imposed by the Services;
- circumvent technological measures to prevent direct database access, nor manufacture tools or products to that effect;
- build conversion functionality that converts Content from the Service to a competing product or service; or
- at any time you are operating your FastBill API Implementation, solicit, interfere with or endeavour to entice away from us any of our Subscribers.

You agree to carefully monitor your use of the FastBill API and ensure that it remains within reasonable operational limits for both your own server capacity and for ours. You acknowledge and agree that we may impose or adjust the limit on the number of transactions you may send or receive through the Service; such fixed upper limits may be set by us at any time, at our discretion.

FastBill has no responsibility to any person for any use or misuse of any Content obtained through the FastBill API. If you wish to revoke access to your Content through the FastBill API, you should change your FastBill API key or revoke authorization of the FastBill API Implementation to your Content. Please contact us at support@fastbill.com if you want assistance doing this.

FastBill may monitor your use of the FastBill API for any reason, including but not limited to: quality assurance, the improvement of FastBill products and services, and for verification of your compliance with these Terms. You shall not interfere with such monitoring or otherwise obscure from FastBill any aspect of your use of the FastBill API. You acknowledge that any use by us of your FastBill API Implementation for such purpose will not constitute our agreement to any terms of use you purport to require us to comply with in such use.

12. Applicable Law and Venue

The Services are controlled and operated by FastBill in Germany. You and FastBill both benefit from establishing a predictable legal environment in regard to the Services. Therefore, you and FastBill explicitly agree that all disputes, claims or other matters arising from or relating to your use of the Site, the Content or the Services will be governed by the laws of Germany. The venue for all disputes arising from the contractual relationship between all parties is Duisburg, Germany.

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