

Spotlight Reporting Terms of Use

Welcome to Spotlight Reporting, an online reporting system designed especially for accountants and CFO's. These Terms of use are intended to explain our obligations as a service provider and Your obligations as a customer. Please read them carefully.

These Terms are binding on any use of the Software and apply to You from the time that Spotlight Reporting Limited provides You with access to the Software.

Spotlight Reporting Limited reserves the right to change these Terms at any time, effective upon the posting of modified terms and Spotlight Reporting Limited will make reasonable efforts to communicate these changes to You via email or notification via the Website. It is Your obligation to ensure that You have read, understood and agree to the most recent Terms available on the Website. If you continue to use the Spotlight Software or services once a new version of these Terms has been sent to you or posted on the Website, you will be deemed to have accepted the updated Terms.

By registering to use the Software You acknowledge that You have read and understood these Terms and have the authority to act on behalf of any person for whom You are using the Software. You are deemed to have agreed to these Terms on behalf of any entity for whom You use the Software

The Spotlight Reporting Software will evolve over time based on user feedback, These Terms are not intended to answer every question or address every issue raised by the use of the Spotlight Reporting Software.

These Terms were updated on 1 November 2022.

1. DEFINITIONS

“Agreement”

means these Terms of Use.

“Subscription”

means the monthly fee (excluding any taxes and duties) payable by You in accordance with the fee schedule (which Spotlight Reporting Limited may change from time to time on notice to You).

“Confidential Information”

includes all information exchanged between the parties to this Agreement whether in writing, electronically or orally, including the Software but does not include information which is, or becomes publicly available other than through unauthorised disclosure by the other party.

“Data”

means any data inputted or imported by You or with Your authority into the Software.

“Intellectual Property Right”

means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

“Software”

means the software available (as may be changed or updated from time to time by Spotlight Reporting Limited) via the Website.

“Website”

means the domain www.spotlightreporting.com or any subdomains of spotlightreporting.com, or any other site operated by Spotlight Reporting.

“Spotlight Reporting”

means Spotlight Reporting Limited.

“Invited User”

means any person or entity, other than the Subscriber, that uses the Software with the authorisation of the Subscriber from time to time.

“Subscriber”

means the person who registers to use the Software, and, where the context permits, includes any entity on whose behalf that person registers to use the Software.

“You”

means the Subscriber, and where the context permits, an Invited User. “Your” has a corresponding meaning.

2. USE OF SOFTWARE

Spotlight Reporting Limited grants You the right to access and use the Software via the Website with the user roles according to Your Subscription type. This right is non-exclusive and non-transferable and limited by and subject to these Terms. You acknowledge and agree that, subject to any applicable written agreement between the Subscriber and the Invited Users, or any other applicable laws:

1. The Subscriber determines who is an Invited User and what level of user role access to the relevant organisation and Software that Invited User has;
2. The Subscriber is responsible for all Invited Users’ use of the Software;
3. The Subscriber controls each Invited User’s level of access to the relevant organisation and Software at all times and can revoke or change any Invited User’s access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be;
4. If there is any dispute between a Subscriber and an invited user regarding access to any organisation or Software, the Subscriber shall decide what access or level of access to the relevant Data or Software that Invited User shall have, if any.

3. YOUR OBLIGATIONS

1. Payment obligations:

A Subscription invoice and/or system-generated receipt will be issued to You at the time of purchase. When You subscribe Your subscription is paid in advance and Spotlight Reporting Limited will continue to charge You monthly for the Subscription until this Agreement is terminated in writing by You or by us.

Annual plans provide year to year access. Annual charges will be made on each respective renewal date (the same date of the year that you originally signed up to the plan). Annual plans automatically renew every year thereafter until this Agreement is terminated in writing by You or by us.

All Spotlight Reporting Limited invoices will be sent to You or to a Billing Contact whose details are provided by You, by email on request. You must pay or arrange payment of all amounts owing on Your subscription due date. You are responsible for payment of all taxes and duties in addition to the Subscription.

2. Preferential pricing or discounts:

You may from time to time be offered preferential pricing or discounts for the Subscription as a result of the number of organisations that You have added to the Software or that have been added with Your authority or as a result of Your use of the Software ('Organisations'). Eligibility for preferential pricing or discounts is conditional upon Your acceptance of responsibility for payment of any Subscription in relation to all of Your Organisations. Without prejudice to any other rights that Spotlight Reporting Limited may have under these Terms or at law, Spotlight Reporting Limited reserves the right to render invoices for the full (non-discounted) Subscription due or suspend or terminate Your use of the Software in respect of any or all of Your Organisations in the event that any invoices for the Subscription are not paid in full by the due date of payment.

3. General Obligations:

You must only use the Software and Website for Your own lawful business purposes, in accordance with these Terms and any notice sent by Spotlight Reporting Limited or condition posted on the Website. You may use the Software and Website on behalf of others or in order to provide services to others but if You do so You must ensure that You are authorised to do so and that all persons for whom or to whom services are provided comply with and accept all Terms of this Agreement that apply to You.

4. Access conditions:

- a. You must ensure that all usernames and passwords required to access the Software are kept secure and confidential. You will immediately notify Spotlight Reporting Limited of any unauthorised use of Your passwords or any other breach of security and Spotlight Reporting Limited will reset Your Password. You must take all other actions that Spotlight Reporting Limited reasonably deems necessary to maintain or enhance the security of Spotlight Reporting Limited's computing systems and networks and Your access to the Software.
- b. As a condition of these Terms, When accessing and using the Software, You must:
 1. Not attempt to undermine the security or integrity of Spotlight Reporting's computing systems or networks or, where the Software is hosted by a third party, that third party's computing systems and networks;
 2. Not use, or misuse, the Software in any way which may impair the functionality of the Software or Website, or other systems used to deliver the Software or impair the ability of any other user to use the Software or Website;
 3. Not attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the software is hosted;
 4. Not transmit or input into the Software, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation

of any law (including data or other material protected by copyright or trade secrets which You do not have the right to use); and

5. Not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer the software or the website except as is strictly necessary to use either of them for normal operation.
5. By using the multi currency functionality within the software You confirm that You have read and accept the XE.com [terms and conditions](#) for the use of the “XE Currency Datafeed” service.
6. **Usage Limitations:**

Use of the software may be subject to limitations. Any such limitations will be advised.

7. **Communication Conditions:**

As a condition of these Terms, if You use any communication tools available through the Website, You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the software including (but not limited to): offers of goods or services for sale, unsolicited commercial email, files that may damage any other person’s computing devices or software, content that may be offensive to any of our other users, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use).

When You make any communication on the website, You represent that You own the content of the communication. Spotlight Reporting Limited is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the software. As with any other web-based forum, You must exercise caution when using the communication tools available on the website. However, Spotlight Reporting Limited does reserve the right to remove or exclude any communication at any time in its sole discretion.

8. **Indemnity:**

You indemnify Spotlight Reporting Limited against all claims, costs, damage and loss arising from Your breach of any of these terms or any obligation You may have to Spotlight Reporting, including (but not limited to) any costs relating to the recovery of any Subscriptions that are due but have not been paid by You.

4. CONFIDENTIALITY AND PRIVACY

1. Confidentiality:

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

1. Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.
2. Each party's obligations under this clause will survive termination of these Terms.
3. The provisions of clauses 4.1.1 and 4.1.2 shall not apply to any information which:
 1. is or becomes public knowledge other than by a breach of this clause;
 2. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 3. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 4. is independently developed without access to the Confidential Information.

2. Privacy:

Spotlight Reporting Limited maintains a privacy policy that sets out the parties' obligations in respect of personal information. You should read that policy, see the below link, and You will be taken to have accepted that policy when You accept these Terms.

The privacy policy can be found at <https://cdn.spotlightreporting.com/documents/PrivacyPolicy.pdf>

5. INTELLECTUAL PROPERTY

1. General:

Title to, and all Intellectual Property Rights in the Software, the Website and any documentation relating to the Software remain the property of Spotlight Reporting Limited (or its licensors).

2. Ownership of Data:

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 Subscription when due. You grant Spotlight Reporting Limited license to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Software and for any other purpose related to provision of services to You.

3. Backup of Data:

You must maintain copies of all Data inputted or imported into the Software. Spotlight Reporting Limited adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. Spotlight Reporting Limited expressly excludes liability for any loss of Data no matter how caused.

4. Third-party applications and Your Data:

If You enable third-party applications for use in conjunction with the Software, You acknowledge that Spotlight Reporting Limited may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Software, Spotlight Reporting Limited shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

6. WARRANTIES AND ACKNOWLEDGEMENTS

1. Authority:

You warrant that where You have registered to use the Software on behalf of another person, You have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Software You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

2. Acknowledgement:

You acknowledge that:

1. You are authorised to use the software and the Website to access the information that You input and/or import using the Software and the Website, including any information or data input into the software by any person you have authorized to use the Software (whether that information is Your own or that of anyone else).
2. Spotlight Reporting Limited has no responsibility to any other person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Software or access the Website on behalf of or for the benefit of anyone other than Yourself (whether a body corporate or otherwise) You agree that:
 1. You are responsible for ensuring that You have the right to do so;
 2. You are responsible for authorising any person who is given access to information or Data, and You agree that Spotlight Reporting Limited has no obligation to provide any person access to such information or Data without Your authorisation and may refer any requests for information to You to address; and
3. You will indemnify Spotlight Reporting Limited against any claims or loss in relation to:
 1. Spotlight Reporting Limited's refusal to provide any person access to Your information or Data in accordance with these terms,
 2. Spotlight Reporting Limited's making available information or Data to any person with Your authorisation.
3. The provision of, access to, and use of, the Software is on an "as is, where is" basis and at Your own risk.
4. Spotlight Reporting Limited does not warrant that the use of the Software will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Software, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Software. Spotlight Reporting Limited is not in any way responsible for any such interference or prevention of Your access or use of the Software.
5. Spotlight Reporting Limited is not Your accountant and use of the Software does not constitute the receipt of accounting advice. If You have any accounting questions, please contact an accountant.
6. It is Your sole responsibility to determine that the Software meets the needs of Your business.
7. You remain solely responsible for complying with all applicable accounting, tax and other laws. It is Your responsibility to check that storage of and access to Your Data via the Software and the Website will comply with laws applicable to You (including any laws requiring You to retain records).

3. No warranties:

Spotlight Reporting Limited gives no warranty about the Software. Without limiting the foregoing, Spotlight Reporting Limited does not warrant that the Software will meet Your requirements or that it will be suitable for Your purposes. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

4. Consumer guarantees:

You warrant and represent that You are acquiring the right to access and use the Software and agreeing to these Terms for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Software, the Website or these Terms.

7. LIMITATION OF LIABILITY

1. To the maximum extent permitted by law, Spotlight Reporting Limited excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss of Data, profits and savings) or damage resulting, directly or indirectly, from the use of, or reliance on, the Software.
2. If You suffer loss or damage as a result of Spotlight Reporting Limited's negligence or failure to comply with these Terms, any claim by You against Spotlight Reporting Limited arising from Spotlight Reporting Limited's negligence or failure will be limited in respect of any one incident, or series of connected incidents to the Subscriptions paid by You in the previous 12 months.
3. If You are not satisfied with the Software, Your sole and exclusive remedy is to terminate these Terms in accordance with clause 8.

8. TERMINATION

1. Trial policy:

When You sign up for the Service You have 14 days in which You can evaluate Spotlight Reporting Limited with no obligation to continue. The 14 days begins from the date Spotlight Reporting Limited provides You access to the software being provided to You.

2. Prepaid Subscriptions:

Spotlight Reporting Limited will not provide any refund for any remaining prepaid period for a prepaid Subscription. This includes both monthly and annual subscription plans.

3. **No-fault termination:**

These Terms will continue for the period covered by the Subscription paid in clause 3.1. These Terms will automatically continue for the same period provided You continue to pay the prescribed Subscription when due. Either party may terminate these Terms by giving written notice to the other party at least 30 days before the end of the relevant payment period. If You terminate these Terms You shall be liable to pay all relevant Subscriptions up to and including the day of termination of these Terms.

4. **Breach**

If You:

1. breach any of these Terms and do not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied;
2. breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation)) any breaches of clause 3.4 or any payment of the Subscription fees that are not paid in full; or
3. You or Your business becomes insolvent or Your business goes into liquidation or has a receiver or manager appointed to any of its assets or if You become insolvent, or makes any arrangement with Your creditors, or becomes subject to any similar insolvency event in any jurisdiction,

Spotlight Reporting Limited may take any or all of the following actions at its sole discretion:

4. Terminate these Terms and Your use of the Software and the Website;
5. Suspend for any definite or indefinite period of time, Your use of the Software and the Website;
6. Suspend or terminate access to all or any Data;
7. Take either of the actions in sub-clause 5 and 6 of this clause 8.4 in respect of any other persons in Your organisation or who have access to Your information or that of Your Organisation.

5. **Accrued Rights:**

Termination of these Terms is without prejudice to the rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement You will:

1. Remain liable for any accrued charges and amounts which become due for payment before or after termination; and
2. Immediately cease to use the Software and the Website.

6. Expiry or termination:

Clauses 3.1, 3.7, 4, 5, 6, 7, 8 and 10 survive the expiry or termination of these Terms.

9. HELP DESK

1. Technical problems:

In the case of technical problems, You must make all reasonable efforts to investigate and diagnose problems before contacting Spotlight Reporting Limited. If You still need technical help, please check the support provided online by Spotlight Reporting Limited or failing that email us at support@spotlightreporting.com.

2. Service availability:

Whilst Spotlight Reporting Limited intends that the software should be available 24 hours a day, seven days a week, it is possible that on occasion it may be unavailable to permit maintenance or other development activity to take place.

If for any reason Spotlight Reporting Limited interrupts the Software for longer periods than Spotlight Reporting Limited would normally expect, we will use reasonable endeavors to publish in advance details of such activity on the Website.

10. GENERAL

1. Entire Agreement:

These Terms, together with the terms of any other notices or instructions given to You under these Terms, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and Spotlight Reporting Limited relating to the Software and the other matters dealt with in these Terms.

2. Waiver:

If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

3. Delays:

Neither party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

4. No Assignment:

You may not assign or transfer any rights to any other person without Spotlight Reporting's prior written consent.

5. Governing law and jurisdiction:

If the information You are accessing using the Software and the Website is solely that of a person who is tax resident in New Zealand at the time You accept these terms then New Zealand law governs these Terms and You submit to the exclusive jurisdiction of the courts of New Zealand for all disputes arising out of or in connection with these Terms, without reference to any conflicts of laws. If the information you are accessing using the Software and the Website is solely that of a person who is tax resident in Australia at the time You accept these Terms then Australian law governs these Terms and You submit to the exclusive jurisdiction of the courts of Australia for all disputes arising out of or in connection with these Terms, without reference to any conflicts of laws. In all other situations these Terms are governed by the laws of England and Wales and You hereby submit to the exclusive jurisdiction of the courts of England and Wales for all disputes arising out of or in connection with these Terms, without reference to any conflicts of laws.

6. Severability:

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

7. Notices:

Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Spotlight Reporting Limited must be sent to support@spotlightreporting.com. Notices to You will be sent to the email address You provided when setting up Your access to the Software.

8. Rights of Third Parties:

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

11. ADDITIONAL TERMS FOR UNITED STATES OF AMERICA

If You are a tax resident of the United States of America or the information or Data You are accessing using the Services and the Website is solely that of a person who is a tax resident in the United States of America, the following additional terms apply:

Consumers

Spotlight Reporting is not intended for consumer use (i.e, use for personal, family or household purposes).

U.S. Dispute Resolution Process

PLEASE READ THIS CAREFULLY – IT AFFECTS YOUR RIGHTS.

The following U.S. Dispute Resolution Process applies to tax residents in the United States of America, or if the information or Data You are accessing using the Services and the Website is that of a person who is a tax resident in the United States of America at the time that You accept these terms or if you otherwise seek to resolve a dispute in the U.S. If You are a tax resident in the United States of America or the information or Data You are accessing using the Services and the Website is that of a person who is a tax resident in the United States of America at the time that You accept these terms, You agree with Spotlight Reporting as follows:

a. Summary:

ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE WITH SPOTLIGHT REPORTING THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS. Most customer concerns can be resolved quickly and to the customer's satisfaction by contacting our Support team via the support@spotlightreporting.com email address. IN THE UNLIKELY EVENT THAT OUR SUPPORT TEAM IS UNABLE TO RESOLVE A COMPLAINT YOU MAY HAVE TO YOUR SATISFACTION (OR IF WE HAVE NOT BEEN ABLE TO RESOLVE A DISPUTE WE HAVE WITH YOU AFTER ATTEMPTING TO DO SO INFORMALLY), WE EACH AGREE TO RESOLVE THOSE DISPUTES THROUGH BINDING ARBITRATION OR SMALL CLAIMS COURT INSTEAD OF IN COURTS OF GENERAL JURISDICTION. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; YOU AGREE WITH SPOTLIGHT REPORTING THAT CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED. For any non-frivolous claim that does not exceed \$10,000, Spotlight Reporting will pay AAA filing, administrative and arbitrator costs. Moreover, in arbitration You are entitled to recover attorneys' fees from Spotlight Reporting to at least the same extent as You would be in court.

b. U.S. Dispute Resolution Process:

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE SERVICE OR THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, except that You may assert claims in small claims court if Your claims qualify. The Federal Arbitration Act governs the interpretation and enforcement of this provision; the arbitrator shall apply California law to all other matters. Notwithstanding anything to the contrary, any party to the arbitration may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction. WE EACH AGREE THAT ANY AND ALL DISPUTES MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BY ENTERING INTO THIS AGREEMENT AND AGREEING TO ARBITRATION, YOU AGREE WITH SPOTLIGHT REPORTING THAT YOU AND SPOTLIGHT REPORTING ARE EACH WAIVING THE RIGHT TO FILE A LAWSUIT AND THE RIGHT TO A TRIAL BY JURY. IN ADDITION, YOU AGREE WITH SPOTLIGHT REPORTING TO WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR LITIGATE ON A CLASS-WIDE BASIS. YOU AGREE WITH SPOTLIGHT REPORTING THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THESE RIGHTS.