

# Terms and Conditions | Billability Pty Ltd

ACN 672 423 068

**Effective Date:** 1 January 2023

**Last Updated:** 22 December 2025

These Terms and Conditions (“Terms”) govern your access to and use of the Billability invoicing application and related services (“the Service”), provided by **Billability Pty Ltd** (“we”, “us”, or “our”). By accessing or using the Service, you agree to be bound by these Terms. If you do not agree, you must not use the Service.

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## Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of New South Wales, Australia, without regard to its conflict of laws principles.

## Jurisdiction

The parties irrevocably agree that the courts of New South Wales, Australia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## Age and Capacity Clause

By using the Service, you represent and warrant that you are at least 18 years of age or the age of legal majority in your jurisdiction (whichever is greater) and that you possess the full legal capacity and authority to enter into this Agreement and to perform your obligations hereunder. If you are entering into this Agreement on behalf of an entity, you represent and warrant that you are duly authorized to bind such entity to this Agreement.

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## 2. Use of the Service

### **a. Eligibility**

You must have reached the age of majority (usually 18) and be capable of entering into a legally binding agreement. By using the Service, you represent and warrant that you meet these eligibility requirements. If you are a legal minor, you can still legally do business in many countries and you can still use Billability to help, but you will need a legal guardian to accept this agreement on your behalf.

### **b. User Accounts**

To access certain features, you may be required to create an account. You are solely responsible for:

- maintaining the confidentiality and security of your login credentials, and
- all activities conducted under your account, whether authorised by you or not. You agree to notify us immediately of any unauthorised use of your account.

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## **3. User Responsibilities**

### **a. Accuracy of Information**

You agree to provide true, accurate, and complete information when creating an account and when using the Service, including when generating invoices.

### **b. Compliance with Laws**

You agree to use the Service only in compliance with all applicable laws, regulations, and industry standards.

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## **4. Subscription and Payments**

### **a. Subscription Plans**

Use of the Service may require payment of subscription fees, as outlined on our pricing page. Subscription plans vary in price, duration and features and may be modified from time to time. On such occasions you will be notified by email and you will be at liberty to cancel your subscription. Your failure to cancel the subscription within 14 days following receipt of notification of any subscription change shall constitute your acceptance of the revised subscription.

### **b. Payment Authorisation and Billing Cycle**

By subscribing to the Service, you authorise us to charge your designated payment method for all applicable fees.

#### **c. Payment Terms**

Subscription fees are payable in advance.

#### **d. Price Changes**

We may modify subscription fees at our discretion. Any price changes will be communicated in advance via email from [info@billability.com.au](mailto:info@billability.com.au).

#### **e. Missed or Failed Payments**

If a payment fails, we may restrict or suspend access to your account until payment is successfully processed.

#### **f. Card Information Security**

We do not store your credit card information. All payment information is processed securely by our third-party payment processor, **Stripe**, in compliance with relevant data protection laws.

#### **g. Compliance with Stripe Terms**

You agree to comply with Stripe's terms of service. You also consent to Stripe securely storing your payment information for future transactions.

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### **5. 30-Day Free Trial**

#### **b. Trial Abuse**

Creating multiple accounts to obtain additional trial periods constitutes abuse. We may suspend or terminate accounts involved in such activity and may block associated email addresses, Australian Business Numbers (ABNs), or other identifying information. We reserve the right to take further action in cases of intentional misuse.

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### **6. Cancellation**

#### **a. Cancel Anytime**

You may cancel your subscription at any time using the cancellation procedures available within the Service.

### **b. No Refunds**

All fees are non-refundable. We do not provide refunds or credits for partial subscription periods or unused services.

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## **7. Service Availability**

We strive to maintain continuous availability of the Service; however, we do not guarantee uninterrupted or error-free operation. We may modify, suspend, or discontinue the Service at any time without notice.

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## **8. Intellectual Property**

a. Service IP. All intellectual property rights in the Service—including software, trademarks, graphics, logos (excluding any logos or other content uploaded by you), documentation, and any modifications or improvements thereto—are owned by Billability Pty Ltd or its licensors. Nothing in this Agreement transfers any ownership of these rights to you.

b. Your Content. You retain all intellectual property rights in any data, information, logos, or other content that you upload, input, or generate through the Service ("Your Content"). By using the Service, you grant Billability Pty Ltd a non-exclusive, worldwide, royalty-free, sublicensable license to access, use, reproduce, modify, store, and display Your Content solely as necessary to provide, maintain, and improve the Service, and to comply with applicable laws.

c. Restrictions. You may not copy, modify, distribute, sell, lease, reverse engineer, or create derivative works from the Service or any of our intellectual property without our prior written consent. You also agree not to remove, alter, or obscure any copyright, trademark, or other proprietary notices on the Service.

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## **9. Email Functionality**

## **Email Features and Deliverability**

The Service includes an email function that allows you to send invoices and related communications directly to your clients. We make reasonable efforts to ensure email deliverability but do not guarantee delivery to any external email address, as factors outside our control—such as spam filters or email provider policies—may affect delivery.

### **c. User Responsibility**

You are responsible for verifying the delivery and receipt of emails sent via the Service. Where delivery is critical, alternative communication methods should be considered.

### **d. Communication Records**

The Service may store communication logs, including sent emails, for user reference. Users are encouraged to retain copies of important communications.

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## **10. Limitation of Liability**

To the maximum extent permitted by law, **Billability Pty Ltd** is not liable for any indirect, incidental, special, consequential, or punitive damages, or for loss of profits, revenue, data, goodwill, or other intangible losses arising out of or in connection with:

- a. your use of or inability to use the Service;
- b. unauthorised access to or use of our servers or data;
- c. interruptions or termination of the Service;
- d. viruses, malware, or other harmful components transmitted by third parties.

Nothing in these Terms limits rights or remedies that cannot be excluded under Australian consumer law.

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## **11. Termination**

We may suspend or terminate your account, with or without notice, if you breach these Terms or if we determine, in our sole discretion, that continued access poses a risk to the Service or other users.

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## **12. Governing Law**

These Terms are governed by and construed in accordance with the laws of Australia. You agree to submit to the exclusive jurisdiction of the courts of Australia.

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## **13. Changes to Terms**

We may revise these Terms at any time. Updated Terms will be posted within the Service, and your continued use after changes take effect constitutes acceptance of the updated Terms.

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## **14. Contact Information**

For questions or concerns regarding these Terms, please contact us at:  
[info@billability.com.au](mailto:info@billability.com.au)

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## **15. Partner Accounts**

### **a. Access**

Partner accounts are available only through invitations issued by our partners. These accounts may include limited functionality and may be restricted to invoicing designated partner organisations.

### **b. Transition to Full Accounts**

If you upgrade from a partner account to a full account, you will gain access to additional functionality. Upgraded accounts cannot revert back to partner accounts.

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By using the Service, you confirm that you have read, understood, and agree to be bound by these Terms and Conditions.