



# Terms of use

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Xero's terms of use are our contract with you. They include our commitment as a service provider and your obligations as a customer.

**Last updated on 14 October 2022.** The updates include adding South Africa to section 65.

## Introduction

Welcome to Xero! We're excited to have you here but before you start using Xero, we need you to look through and accept these terms. We've done our best to explain it all without using too much jargon, so it's clear what we expect from you and what you can expect from us.

To make things easier, we've included summary paragraphs at the top of each section to give you a heads up on what's coming up.

These are your legal rights and obligations, so please read everything. If you can't agree to our terms, then you can't use our services.

If you still have questions or comments after you've read these terms, please go to [Xero Central](#) to get in touch. We'd love to help.



## Joining and using Xero

*In this section we explain how to subscribe to Xero and use our services. When you see a word in bold, it will have the same corresponding meaning every time it's used within these terms.*

**1. You and Xero:** When we say **you** or **your**, we mean both you and any entity or firm you're authorised to represent. When we say **Xero, we, our** or **us**, we're talking about the Xero entity you contract with and pay fees to based on the edition of the Xero product you're using. Section 65 shows which Xero entity you contract with.

**2. Our services:** Our **services** consist of all the services we provide now or in the future, including our online and mobile accounting and financial products.

**3. Creating a subscription:** When you create a **subscription** to use our services and accept these terms, you become a **subscriber**. If you're the subscriber, you're the one responsible for paying for your subscription.

**4. People invited to use Xero:** An **invited user** is a person other than the subscriber who has been invited to use our services through a subscription. If you're an invited user, you must also accept these terms to use our services.

**5. User roles and access:** As a subscriber inviting others into a subscription, you should understand the permissions you're granting to invited users. Check out information about [user roles and levels of access](#) on Xero Central. In particular, if you're a small business invited user and your advisor is the subscriber, you can [read more about how that works](#) on Xero Central.

**6. Partner program:** If you participate in our partner program, read our [additional partner terms](#).

**7. The right to use our services:** Whether you're a subscriber or an invited user, we grant you the right to use our services (based on your subscription type, your user role and the level of access you've been granted) for as long as the subscriber continues to pay for the subscription, until the subscription is terminated, or – if you're an invited user – until your access is revoked.

**8. Subscriber role:** As a subscriber, you take responsibility for fully controlling how your subscription is managed and who can access it. It's quite a big deal! For example:

- You can transfer a subscription
- You control access to a subscription. You decide who's invited to use our services you've subscribed to and what kind of access the invited user has. You can change or stop that access at any time
- You're responsible for resolving any disputes with any invited users over access to your subscription
- You're responsible for all your invited users' activity

**9. Rules:** Whatever your role, when you use Xero you agree to follow the rules in section 45. Please read them and make sure you understand what you should and shouldn't do.

**10. Your responsibilities:** You promise that you'll keep your information (including a current email address) up to date. You're responsible for providing true, accurate and complete information and for verifying the accuracy of any information that you use from our services for your legal, tax and compliance obligations. You're also responsible for protecting your username and password from getting stolen or misused. Our service has minimum password standards but you will ensure that passwords are very strong and not easily guessable. The stronger the password the better! For more on security generally, check out the security section below.

**11. When we introduce new or revised services:** Since we're always thinking about how to make Xero the best it can be – seriously, we've got teams dedicated to it – we regularly expand our services. For new or updated services, there might be additional terms. We'll let you know what those terms are before you start using those services.

**12. What we own:** We own everything we've put into our services unless otherwise stated and excluding content owned by others. This includes rights in the design, compilation, and look and feel of our services. It also includes rights in all copyrighted works, trademarks, designs, inventions, and other intellectual property. You agree not to copy, distribute, modify or make derivative works of any of our content or use any of our intellectual property rights in any way not expressly permitted by us.



## Pricing

*Unless you're in a free trial or other offer period, you'll need to pay for a subscription based on the pricing of your selected plan. The pricing details and other terms of your subscription are explained when you select your plan.*

**13. Trial subscriptions:** When you first sign up, you can opt for a free trial, based on the terms specified at the time. If you choose to continue using our services after the trial, you'll be billed when you add your billing details into our services, explained in more detail in the pricing plan and on [Xero Central](#). If you choose not to continue using our services following a trial, you may delete your organisation.

**14. Xero pricing plans:** Your use of our services generally requires you to pay a monthly subscription fee based on your subscription type (the **subscription fee**). The **pricing plan** consists of the subscription and subscription fees we offered you, including invoicing, payment, auto-renewal and cancellation terms. The pricing plan may vary by region and includes information set out in the offer details and pricing page. We may update or amend the pricing plan from time to time. The terms of the pricing plan form part of these terms. As with any other changes to our terms, changes to the pricing plan won't apply retrospectively and, if we make changes and you're a subscriber, we'll make every effort to let you know (take a look at section 62 to see how and when we'll notify you). Check out [how to change pricing plans](#) on Xero Central. Depending on your region, subscription fees may be inclusive or exclusive of transactional taxes where relevant (like VAT and GST), as reflected in the pricing plan.

**15. Taxes for your use of our services:** You're responsible for paying all other external fees and taxes associated with your use of our services wherever levied. Your responsibility includes withholding tax if it applies, unless we already process that withholding tax. We may collect geographical location information to determine your location, which may be used for tax purposes. This means location information you give us must be accurate for tax residency purposes.

**16. Additional services:** Depending on where you're based and how you use our services, you may be able to take advantage of additional services that Xero offers – like payroll, expenses or projects. These might incur an additional fee that we'll let you know about when you sign up for those services.

**17. Importance of timely payments:** In order to continue accessing our services, you need to make timely payments based on the pricing plan you selected. To avoid delayed or missed payments, please make sure we have accurate payment information. If we don't receive timely payments, we may suspend access to your subscription until the payment is made.



### **Data use and privacy**

Xero uses your data to provide our services to you. Our [privacy notice](#) is an important part of these terms and describes in more detail how we deal with personal data, like your name and email address.

**18. Use of data:** When you enter or upload your data into our services, we don't own that data but you grant us a licence to use, copy, transmit, store, analyse, and back up all data you submit to us through our services, including personal data of yourself and others, to: enable you to use our services; allow us to improve, develop and protect our services; create new services; communicate with you about your subscription; send you information we think may be of interest to you based on your marketing preferences; and disclose to third party service providers and partners to enable and support such purposes.

**19. Use of your own personal data:** We respect your privacy and take data protection seriously. In addition to these terms, our [privacy notice](#) sets out in detail how we process your own personal data that you enter into Xero, like your name and email address.

**20. Use of personal data you enter about others:** Depending on where your contacts are based, our [data processing terms](#) may also apply to the personal data of others (such as your customers, suppliers and employees) that you enter into Xero.

**21. Anonymised statistical data:** When you use our services, we may create anonymised statistical data from your data and usage of our services, including through aggregation. Once anonymised, we may use it for our own purposes, such as to provide and improve our services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you.

**22. Data breach notifications:** Where there has been unauthorised access to personal data that you've entered into Xero, we'll let you know and, where possible, give you information about what has happened. Depending on

the nature of the unauthorised access, and the location of your affected contacts, you may be required to assess whether the unauthorised access must be reported to the contact and/or a relevant authority. We think you're best placed to make this decision, because you'll have the most knowledge about the personal data you have entered in your Xero subscription.

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### Confidential information

*We take reasonable precautions to protect your confidential information and expect that you'll do the same for ours.*

**23. Keeping it confidential:** While using our services, you may share confidential information with us, and you may become aware of confidential information about us. You and we both agree to take reasonable steps to protect the other party's confidential information from being accessed by unauthorised individuals. You or we may share each other's confidential information with legal or regulatory authorities if required to do so.

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### Security

*We take security seriously and you should too! To help protect our services and your data, we offer added security features such as multi-factor authentication.*

**24. Security safeguards:** We've invested in technical, physical and administrative safeguards to do our part to help keep your data safe and secure. Read more about these measures on the [security page](#) on our website. While we've taken steps to help protect your data, no method of electronic storage is completely secure and we cannot guarantee absolute security. We may notify you if we have reason to believe that someone has accessed (or may be able to access) your account without authorisation and we may also restrict access to certain parts of our services until you verify that access was by an authorised user.

**25. Account security features:** We may introduce security features to make your account more secure, such as multi-factor authentication. Depending on where you are in the world or what services you're using, we may require you to adopt some of these features. Where we make the use of security features optional, you're responsible (meaning we're not liable) for any consequences of not using those features. We strongly encourage you to use all optional security features.

**26. Playing your part to secure your data:** You have an important part to play by keeping your login details secure, not letting any other person use them, and by making sure you have strong security on your own systems. If you realise there's been any unauthorised use of your password or any breach of security to your account or email address linked to your account, you need to let us know immediately. You also agree not to use free-form fields in any of Xero's systems or services to store personal data (unless it's a field explicitly asking for personal data - like a first name or a last name), credit card details, tax identifiers or bank account details. More information on how to keep your data secure is available in our small business guides and on [Xero Central](#).

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### **Apps and third-party products**

*To help make your Xero experience even more beautiful, the Xero ecosystem includes apps and other products and services made available by trusted partners through the Xero App Store.*

**27. Other services:** Some of our services, such as our mobile apps or the multi-currency functionality, are available through other companies' services, such as The Apple App Store or XE.com. These companies may have additional terms that apply to you, such as the [XE.com terms and conditions](#) for the use of the XE Currency Data Feed service.

**28. Yodlee and bank feeds:** Your use of automated bank account feeds enabled by Yodlee from within our services is subject to separate [Yodlee terms](#). If your bank or credit union connects to Xero directly, you may use those feeds instead of Yodlee. Bank feeds are generally offered for free but may have associated charges that we will pass on to you. You may discontinue the use of a bank feed at any time - check out [how to stop a bank feed](#) on Xero Central. You can [learn more about bank feeds](#) on Xero Central. If you receive a bank feed and are based in the United Kingdom, Xero's [additional terms for account information services apply](#).

**29. Third-party products:** Along with the use of our services, you may use data, services and apps from other companies (**third-party products**), for example, those we make available in the [Xero App Store](#). Any third party providing a third-party product is a **provider** and is independent of us, so be aware that a provider may also charge you fees in addition to what you pay us.

**30. Xero App Store:** Depending on your region, you may be able to purchase our services or third-party products through the Xero App Store. When you connect your subscription to an app, you're responsible for paying all fees and taxes associated with your use of that app. You authorise us to process these payments for you using the payment method you provide to us. Learn more about the Xero App Store, including [how to manage your connected apps](#), on Xero Central.

**31. Third-party terms and descriptions:** Third-party products are subject to terms and conditions and privacy notices set by their providers. These include important things like pricing, refund policies, and how the provider will use your data that you make available to them. Be sure to read and make sure you agree to their terms and conditions and understand their approach before you connect to them. The descriptions of third-party products that we publish, and any associated links, have been provided to us by the providers. While we make reasonable efforts to check the accuracy of the descriptions, the providers are solely responsible for any representations contained in those descriptions. We don't endorse or assume any responsibility for third-party products.

**32. Use of your data to connect you to third party products:** If you choose to connect your subscription to third-party products, we will use your personal data for that connection. Where we receive data as a result of that connection, we will use that data in line with our [privacy notice](#) and these terms. If that third-party product is the Gmail app, our use of any data received from Gmail APIs will also comply with [Google's Limited Use Requirements](#).

**33. Payments to Xero:** Just so you know, some third-party providers may pay Xero a fee that may be related to: referrals from Xero; revenue made by the provider; or data that the providers access about you through our services with your consent. One example would be you applying for a loan with a third-party lender using your Xero data.



### Maintenance, downtime and data loss

We really try to minimise any downtime, but sometimes it's necessary so we can keep our services updated and secure. You also may have occasional access issues and may experience data loss, so backing up your data is important.

**34. Availability:** We strive to maintain the availability of our services, and provide online support, 24 hours a day. On occasion, we need to perform maintenance on our services, and this may require a period of downtime. We try to minimise any such downtime. Where planned maintenance is being undertaken, we'll attempt to notify you in advance but can't guarantee it.

**35. Access issues:** You know how the internet works – occasionally you might not be able to access our services and your data. This might happen for any number of reasons, at any time.

**36. Data loss:** Data loss is an unavoidable risk when using any technology. You're responsible for maintaining copies of your data entered into our services. For information on how to do that, check out how to [export data out of Xero on Xero Central](#).

**37. No compensation:** Whatever the cause of any downtime, access issues or data loss, your only recourse is to discontinue using our services.

**38. Problems and support:** If you have a problem, we have excellent support articles available through [Xero Central](#) that should help you with most situations. If you've tried Xero Central and still need help, you can contact our support team by scrolling to the bottom of any [support article on Xero Central](#).

**39. Modifications:** We frequently release new updates, modifications and enhancements to our services, and in some cases discontinue features. Where this occurs, we'll endeavour to notify you where practical (for example, by email, on our blog, or within our services when you log in).



### Do's and don'ts

This section is super important because it outlines how you can (and can't) use our services. Much of it will be common sense.

**40. Feedback:** We love your feedback and may use it without restriction.

**41. Help using our services:** We provide a lot of guidance and support to help you use our services. You agree to use our services only for lawful business purposes and in line with the instructions and guidance we provide. 40. Help using our services: We provide a lot of guidance and support to help you use our services. You agree to use our services only for lawful business purposes and in line with the instructions and guidance we provide.

**42. Discussions on Xero Central:** On Xero Central, you can participate in discussions about our services. Only share private information if you're happy for others to know it, and don't post anything you don't have the right to share. For more details, take a look at our [discussion guidelines](#) on Xero Central.

**43. Limitations:** Some of our services may be subject to limits such as a cap on the number of monthly transactions.

**44. No-charge or beta services:** Occasionally we may offer a service at no charge – for example a beta service, or a time-limited trial account. Because of the nature of these services, you use them at your own risk.

**45. While we can't cover everything here, we do want to highlight a few more examples of things you mustn't ever do:**

- Undermine the security or integrity of our computing systems or networks.
- Use our services in any way that might impair functionality or interfere with other people's use.
- Access any system without permission.
- Introduce or upload anything to our services that includes viruses or other malicious code.
- Share anything that may be offensive, violates any law, or infringes on the rights of others.
- Modify, copy, adapt, reproduce, disassemble, decompile, reverse engineer or extract the source code of any part of our services.
- Resell, lease or provide our services in any way not expressly permitted through our services.
- Repackage, resell, or sublicense any leads or data accessed through our services.
- Commit fraud or other illegal acts through our services.
- Act in a manner that is abusive or disrespectful to a Xero employee, partner, or other Xero customer. We will not tolerate any abuse or bullying of our Xero employees in any situation and that includes interaction with our support teams.



### **Termination**

You can easily terminate your subscription with one month's written notice. We may terminate your subscription as well with the same notice. If you violate these terms, we may terminate your subscription immediately.

**46. Subscription period:** Your subscription continues for the period covered by the subscription fee paid or payable. At the end of each billing period, these terms automatically continue for a further period of the same duration as the previous one, provided you continue to pay the subscription fee in accordance with the pricing plan. You may choose to terminate your subscription at any time by providing one month's written notice in advance. You'll still need to pay all relevant subscription fees up to and including the day of termination. For more information, check out [how to cancel a subscription](#) on Xero Central.

**47. Termination by Xero:** Xero may choose to terminate your subscription at any time by providing you with one month's written notice in advance. Xero may also terminate or suspend your subscription or access to all or any data immediately if:

- you breach any of these terms and do not remedy the breach within 14 days after receiving notice of the breach,
- you breach any of these terms and the breach cannot be remedied,
- you fail to pay subscription fees, or
- you or your business become insolvent, your business goes into liquidation or has a receiver or manager appointed over any of its assets, you become insolvent or make any arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction.

**48. No refunds:** No refund is due to you if you terminate your subscription or Xero terminates it in accordance with these terms.

**49. Retention of your data:** Once a subscription is terminated by you or us, it is archived and the data submitted or created by you is no longer available to you. We retain it for a period of time consistent with our data retention policy, during which, as a subscriber, you can reactivate your subscription and once again access your data by paying the subscription fees. Find out more about [reactivating your Xero subscription](#) on Xero Central. We retain data in case you need it as part of your record retention obligations, but you can get in touch with us to have your data removed completely if you wish.

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### Liability and indemnity

*This section is important as it outlines liability terms between us and both subscribers and invited users, so we urge you to read it closely and in full.*

**50. You indemnify us:** You indemnify us against all losses, costs (including legal costs), expenses, demands or liability that we incur arising out of, or in connection with, a third-party claim against us relating to your use of our services or any third-party product (except as far as we're at fault).

**51. Disclaimer of warranties:** Our services and all third-party products are made available to you on an "as is" basis. Subject to the exclusion in section 57, we disclaim all warranties, express or implied, including any implied warranties of non-infringement, merchantability and fitness for a particular purpose.

**52. Limitation of liability:** Other than liability that we can't exclude or limit by law, our liability to you in connection with our services or these terms, in contract, tort (including negligence) or otherwise, is limited as follows:

- We have no liability arising from your use of our services for any loss of revenue or profit, loss of goodwill, loss of customers, loss of capital, loss of anticipated savings, legal, tax or accounting compliance issues, damage to reputation, loss in connection with any other contract, or indirect, consequential, incidental, punitive, exemplary or special loss, damage or expense.
- For loss or corruption of your data, our liability will be limited to taking reasonable steps to try and recover that data from our available backups.
- Our total aggregate liability to you in any circumstances is limited to the total amount you paid us for your subscription in the 12 months immediately preceding the date on which the claim giving rise to the liability arose.



### Disputes

*This section outlines how disputes may be resolved.*

**53. Dispute resolution:** Most of your concerns can be resolved quickly and to everyone's satisfaction by contacting our support team by scrolling to the bottom of any [support article on Xero Central](#). If we're unable to resolve your complaint to your satisfaction (or if we haven't been able to resolve a dispute we have with you after attempting to do so informally), you and we agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. You and we agree that any dispute must be brought in the parties' individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

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## Important housekeeping

Here we set out some additional terms. Take a read as they cover important issues.

**54. No professional advice:** Just to be clear, Xero isn't a professional services firm of any sort, and isn't in the business of giving any kind of professional advice. We may provide you with information we think might be useful in running a small business, but this should not be seen as a substitute for professional advice and we aren't liable for your use of the information in that way.

**55. Events outside our control:** We do our best to control the controllables. We aren't liable to you for any failure or delay in performance of any of our obligations under these terms arising out of any event or circumstance beyond our reasonable control.

**56. Notices:** Any notice you send to Xero must be sent to [legalnotices@xero.com](mailto:legalnotices@xero.com). Any notices we send to you will be sent to the email address you've provided us through your subscription.

**57. Exclusion:** In some places, there may be non-excludable warranties, guarantees or other rights provided by law (**non-excludable guarantees**). They still apply – these terms do not exclude, restrict or modify them. Except for non-excludable guarantees and other rights you have that we cannot exclude, we're bound only by the express promises made in these terms. Our liability for breach of a non-excludable guarantee is limited, at our option, to either replacing or paying the cost of replacing the relevant service (unless the non-excludable guarantee says otherwise).

**58. Export limitations:** You must not use our services in violation of any export or trade embargo laws that apply to you.

**59. Excluded terms:** The terms of the United Nations Convention on Contracts for the Sale of Goods and the Uniform Computer Information Transactions Act (UCITA) do not apply to these terms.

**60. Blocking your access, disabling your subscription, or refusing to process a payment:** As our sites are global, different laws may apply in different countries that restrict our relationship with you. We may block your access, terminate your subscription, or refuse to process a payment if we reasonably believe there's a risk - like a potential breach of a law or regulation - associated with you, your company, your subscription, or a payment. Examples of where we might do this include transactions where the payment is from a sanctioned person or country; or where we reasonably believe there is a legal or regulatory risk or a risk of loss being suffered by us or our customers or partners. You promise that you're not located in a sanctioned country and are not on a sanctioned persons list. We may also block users from a country if we can't receive payments from that country. You should check what payment methods are available in your country for making payments. We may take any of these actions without notice.

**61. Relationship between the parties; assignment:** Nothing in these terms is to be construed as constituting a partnership, joint venture, employment or agency relationship between you and us, or between you and any other subscriber or invited user. You're solely responsible for resolving disputes between you and any other subscriber or invited user. You can find out more about [disputes over access](#) on Xero Central. Xero may assign these terms - or any of our rights or obligations in these terms - to another Xero entity as it deems appropriate. **Xero entities** are the companies controlled by or under common control with Xero Limited (a New Zealand company with registration number 1830488).

**62. Changes to these terms:** We sometimes will decide to change these terms of use. But don't worry, changes won't apply retrospectively and, if we make changes, we'll make every effort to let you know. You can keep track of changes to our terms by referring to the version and the date last updated at the top of the terms. Generally, we endeavour to provide you with 30 days' notice of material changes before they become effective, unless we need to make immediate changes for reasons we don't have control over. When we notify you, we'll do it by email or by posting a visible notice through our services. If a change isn't material, we may not notify you. If you find a modified term unacceptable, you may terminate your subscription by giving the standard advance notice to Xero.

**63. Enforcement of terms:** If there's any part of these terms that either one of us is unable to enforce, we'll ignore that part but everything else will remain enforceable.

**64. Interpretation:** Words like 'include' and 'including' are not words of limitation and where anything is within our discretion we mean our sole discretion.

**65. Xero contracting entities; law and venue:** Our contracting entities are listed below along with what law and venue apply in any dispute between you and us:

Xero edition	Xero entity	Address	Registration	Law	Venue
<b>Australia</b>	Xero Australia Pty Limited	Level 3, 260 Burwood Road, Hawthorn VIC 3122	124215247	Victoria, Australia	Victoria, Australia
<b>Canada</b>	Xero Software (Canada) Ltd.	595 Burrard Street PO Box 49314 Suite 2600, Three Bentall Centre Vancouver, British Columbia, V7X 1L3	1408742-9	Ontario, Canada	Ontario, Canada
<b>Singapore</b>	Xero (Singapore) Pte. Ltd.	1 Raffles Place #36-01, One Raffles Place, Singapore (048616)	201607789C	Singapore	Singapore
<b>South Africa</b>	Xero South Africa (Pty) Limited	FAO Xero South Africa (Pty) Ltd Central Office Park Unit 4, 257 Jean Avenue, Centurion, Gauteng, 0046, South Africa  PO Box 7750, Centurion, Gauteng, 0046, South Africa	2017/117381/07	South Africa	North Gauteng, Pretoria
<b>United Kingdom</b>	Xero (UK) Limited	5th Floor 100 Avebury Boulevard Milton Keynes, MK9 1FH	06071722	England	England
<b>United States</b>	Xero, Inc.	1615 Platte St Floor 4 Denver, CO 80202	Not applicable	California, USA	California, USA
<b>New Zealand and the rest of the world</b>	Xero (NZ) Limited	19-23 Taranaki Street Te Aro Wellington 6011	4123758	New Zealand	New Zealand

You've made it to the end. Thanks for reading our terms!