
PLEO TERMS OF SERVICE (“TERMS”)

Effective from: 1 October 2019

1. Introduction

Please read these Terms carefully before using the Pleo.io website or the Pleo mobile app (the "Service") operated by Pleo Technologies A/S a limited company registered in Denmark (hereafter referred to as "Pleo", "us", "we", "the Company" or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all businesses, visitors, users and others who access or use the Service. This page details the agreement and explains the terms of that agreement. Upon accepting these Terms and using our Services you become a user ("User").

These Terms are separate to the "Pleo Terms & Conditions".

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the Terms then you may not access the Service.

2. Services provided by Pleo

Pleo shall provide any part or all of the Service to you. Pleo may decide to change its Services or add new features in the future. We may subcontract or assign the provision of any and all of the Services. By agreeing to the Terms, you acknowledge and agree that the form and nature of the Services may change without prior notice to you.

You acknowledge and agree that Pleo may suspend or discontinue, without prior notice to you and at the sole discretion, some or all of its Services, making the Services unavailable to you or other users.

Should Pleo decide to suspend or discontinue some or all of its Services, you will, however, be offered a 30 day notice allowing you to collect your data.

You acknowledge and agree that Pleo is not an accounting service and, whilst we strive to attain extremely high levels of service, we cannot guarantee the accuracy or correctness of our automated services such as expense categorization, receipt collection and data export to accounting systems. You agree that you will manually check the accuracy and correctness of such services before using this data.

3. Subscriptions

Pleo is a paid Service whereby you get access to some or all of our Service such as (but not limited to):

- Organisation management tools, onboarding of users, delegation of Mastercard cards (virtual and/or plastic) to users
- Overview of purchase activity
- Purchase notifications and tools to capture receipts, categorize expenses and make comments

- Export functionality to accounting software

The amount of payment billed will vary depending on the number of Users and which Services you request, as well as any valid alternative agreement made on a separate Order Form.

You will be billed periodically via any billing method that Pleo may from time to time decide to implement, including, but not limited to automatic billing via a Pleo card or billing via invoice. Billing cycles can be monthly, quarterly or yearly.

Should automatic billing fail to occur for any reason, Pleo will contact you. Thereafter you must provide a valid payment method within 5 business days. Should you fail to pay or to correct your billing details within such period, Pleo reserves its rights to suspend the Service and recover any outstanding debt or due payment directly from you or via a third party collection service.

Pleo may at its sole discretion change the fees and charges in effect or add new fees and charges from time to time, however you will be notified 30 days in advance if regular charges increase and be given the option to opt out of the Service.

You may cancel your account at any time, subject to the conditions stipulated by your Order Form, if any, by sending an email requesting account cancellation to cancellation@pleo.io.

If you cancel your Pleo account, your recurring billing schedule will be ended and no cancellation fee shall be levied, however, you will be charged for the month of your cancellation, any outstanding months for which payment has not been received and/or the remainder of the months, if any, subject to the agreement in your Order Form.

Once an invoice is paid or a billing charge levied Pleo is unable to issue a refund. However, if you have funds left in your Pleo wallet, such funds can be refunded subject to a fee. Read more about terms in relation to the Pleo Mastercard in the Pleo Terms & Conditions.

4. Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of Pleo's Terms of Service and Terms & Conditions, which may result in immediate termination of your account on our Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

Accounts, cards and the access credentials to utilise them must not be shared. You agree not to disclose your password, passcode or Personal Identification Number to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

Any breach of the above requirements constitutes a breach of the Terms, and may result in immediate termination of your account on our service.

5. Links To Other Websites

Our Service may contain links to third-party websites or services that are not owned or controlled by Pleo.

Pleo has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Pleo shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

6. Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination, your right to use the Service will immediately cease. If you wish you may cancel your account at any time, subject to the conditions stipulated by your Order Form, if any, by sending an email requesting account cancellation to cancellation@pleo.io.

7. Limitation of Liability

In no event shall Pleo, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of money, profits, data, use, goodwill, or other tangible or intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; (iv) Pleo's failure to enforce the user spending limits defined by the administrator; (v) fraud, breach of spend policies or other unauthorized use of the Service or Mastercard Prepaid Cards by any person internally from your organization; (vi) unauthorized access, use or alteration of your transmissions or content and (vii) deletion of, corruption of, or failure to store any content or other data used in or maintained by the Services and you are advised to maintain your own records and copies of data and content.

8.0 Intellectual property

8.1 Service

Pleo shall own and retain all rights, titles, and interests in and to the Service (except for any licensed content and software components included therein). Users agree not to reverse engineer, decompile, distribute, license, sell, transfer, disassemble, copy, alter, modify, or create derivative works of the Service or otherwise use the Service in any way that violates the use restrictions contained in these Terms.

Pleo does not grant User any license, express or implied, to the intellectual property of Pleo or its licensors. User further acknowledges and agrees that any information regarding the design, "look and feel", specifications, components, functionality or operation and payment terms and pricing (if applicable) of the Service is considered the confidential and proprietary information of Pleo (collectively "Pleo Confidential Information").

8.2 User Data

User shall retain all rights, titles and interests in and to (a) all graphics, images, files, data and other information transmitted by User to Pleo in connection with its use of the Pleo Service and (b) reports and other materials generated by the Service following such transmission (collectively, "User Data"), provided, however, that User hereby grants to Pleo a worldwide, royalty-free, non-exclusive license to use (i) data generated as a result of User's use of the Pleo Service.

Service solely for purposes of maintaining and improving the Service and providing User with access to special product offers and promotions and (ii) non-identifiable, anonymous, aggregated data regarding User's use of the Service compiled by Pleo solely for marketing purposes, distribution to third party research firms or benchmarking presented to other Pleo users.

8.3 Pleo Logos and Designs

Pleo's graphics, logos, designs, page headers, button icons, scripts and service names are registered trademarks, trademarks or trade dress of Pleo in Europe and/or other countries. Pleo's trademarks and trade dress may not be used, in whole or in part, without Pleo's prior written permission.

9. Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

Pleo, its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

10. Governing Law & Language

These Terms shall be governed and construed in accordance with the laws of Denmark, without regard to its conflict of law provisions. These Terms are written in English and, despite the existence of any translated version, the English version shall in all circumstances take priority. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. Together with the "Pleo Terms & Conditions" and any valid Order Form Agreement these Terms shall constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

11. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. We will make all reasonable efforts to communicate these changes to you via email, website or in-app communication.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

12. Contact Us

If you have any questions about these Terms, please contact us at support@pleo.io.