

Conversion to Xero: Terms and Conditions

These terms and conditions (**Conversion Terms**) apply to Xero's subsidy program (the **Conversion to Xero Program**) for the Xero conversion service supplied by Jet Convert Pty Ltd (**Jet Convert**), in addition to Xero's Terms of Use. In the event of inconsistency, these Conversion Terms will prevail over Xero's Terms of Use. Xero reserves the right to update/modify these Conversion Terms in its sole discretion, effective upon the posting of modified terms.

Subject to these Conversion Terms, the Conversion to Xero Program is a subsidy that Xero makes available to Singapore and Hong Kong based Xero customers that want to subscribe to the Global edition of Xero's online accounting application ("**You**") and wish to use the conversion service described below. The subsidy provided under the Conversion to Xero Program is not available in conjunction with any other offer (including but not limited to any discounts, free offer periods, trials or promo codes).

Conversion Process

The Conversion to Xero Program subsidises the cost of the third party services of Jet Convert to convert and import data from another accounting platform into the Xero platform (**Conversion**). Not all accounting platforms are supported, please contact Xero or Jet Convert to confirm whether a Conversion is feasible for you.

To obtain a subsidised Conversion, You will be re-directed from Xero to Jet Convert's website where You will be required to follow a number of steps.

All Conversions will be carried out by Jet Convert and are subject to Jet Convert's Terms and Conditions and Jet Convert's Privacy Policy, as between You and Jet Convert. In carrying out the Conversion, Jet Convert will become an Invited User (as defined in Xero's Terms of Use) to your Xero subscription while the conversion is performed. Jet Convert will also be responsible for providing any support required in relation to a Conversion.

Once a Conversion has been completed, You will be notified via email at the contact email specified in the Conversion sign-up process on Jet Convert's website. The new Xero Global Business Edition subscription that has been created by Jet Convert at the completion of a Conversion will be transferred back to You via the subscriber email address specified during the Conversion sign-up process on Jet Convert's website. Within 60 days of the completion of a Conversion, Jet Convert will be removed as an Invited User; but you may manually remove Jet Convert as an Invited User at any time before that within your Xero Global Business Edition subscription.

Additional Terms and Conditions

1. By using the Conversion to Xero Program, You agree to the [Terms and Conditions](#) and [Privacy Policy](#) of Jet Convert. Xero does not make any representations or

warranties in relation to the Conversion services undertaken by Jet Convert in connection with the Conversion to Xero Program or otherwise.

2. You must not resell the Conversion service that is being subsidised by Xero.
3. Xero's subsidy will be paid directly to Jet Convert and in no event is redeemable for cash by You. The subsidy will be applied only to a standard conversion service. If you select an additional or premium service, you may still use the Conversion to Xero Program – however you will be invoiced by Jet Convert for the increased cost relating to the additional or premium service provided.
4. A new Xero Business Edition subscription will be created upon completion of a Conversion. After the Conversion, Your ongoing use of the Xero Business Edition subscription for your business will be governed solely by Xero's Terms of Use.
5. Xero provides no representation or warranty as to the accuracy or completeness of the converted data in the organisation following the Conversion. You will need to confirm the data is accurate (for example, by comparing the trial balance information in your former accounting platform and in Xero and confirming the data that has been converted is what You expect).
6. XERO EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (WHETHER EXPRESS OR IMPLIED) AS TO THE ACCURACY OR COMPLETENESS OF THE CONVERTED DATA IN THE XERO ORGANISATION, PROVIDES THE SERVICE SOLELY ON AN "AS IS BASIS", AND YOUR USE OF THE CONVERSION SERVICE IS ENTIRELY AT YOUR OWN RISK. THE CONVERTED DATA MAY CONTAIN ERRORS AND OMISSIONS AND YOU MUST VERIFY THE CONVERTED DATA YOURSELF.
7. TO THE MAXIMUM EXTENT PERMITTED BY LAW, XERO EXCLUDES ALL LIABILITY AND RESPONSIBILITY TO YOU (OR ANY OTHER PERSON) IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR ANY LOSS (INCLUDING LOSS OF INFORMATION, DATA, PROFITS AND SAVINGS) OR DAMAGE RESULTING, DIRECTLY OR INDIRECTLY, FROM ANY USE OF, OR RELIANCE ON, THE CONVERSION TO XERO PROGRAM (INCLUDING FOR THE AVOIDANCE OF DOUBT ANY CONVERSION COMPLETED IN CONNECTION WITH THE CONVERSION TO XERO PROGRAM).
8. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD XERO HARMLESS AGAINST ALL CLAIMS, COSTS, DAMAGE AND LOSS ARISING FROM YOUR BREACH OF ANY OF THESE TERMS OR ANY OBLIGATION YOU MAY HAVE TO XERO, INCLUDING BUT NOT LIMITED TO CLAIMS AGAINST YOU MADE BY YOUR CUSTOMERS OR BY JET CONVERT.
9. Your data will be treated in accordance with Xero's Terms of Use and Privacy Policy. Xero may share your data with employees or consultants, and third parties under obligations of confidentiality, including with one or more third party technology providers, for the purpose of effecting the Conversion as part of the Conversion to Xero Program and for related purposes.

10. Xero reserves the right to invoice for the cost of a Conversion, where such Conversion was undertaken without Xero's express invitation.
11. You warrant that You have the right to provide data in connection with a Conversion to Xero and Jet Convert, as applicable and to otherwise instruct the completion of a Conversion.
12. You understand that your free trial is for a demo account only. Features in the free trial edition of Xero are limited, free trials last no longer than 30 days, and free trial accounts will not show data imported into Xero using the conversion tool. To see your data that's imported into Xero using the conversion tool, you will need to enter your credit card information and buy a conversion feature enabled subscription to Xero (separate and apart from your free trial demo organisation). You will no longer be eligible for a free trial, and you will start being charged for your subscription immediately. You will be charged Xero's then current full price fees for service(s) (i.e., you will not be eligible for any special or discounted pricing or other promotional offers)) on a recurring basis until you cancel your subscription. Your subscription will automatically renew until cancelled, and you will continue to be charged through the then current billing period following cancellation. You may cancel anytime by going into the My Xero tab in your account and deleting your subscription (see [https://help.xero.com/myxero_deleteorg\\$bk_delete_trial](https://help.xero.com/myxero_deleteorg$bk_delete_trial) for more information or contact support@xero.com for help). If you cancel, you will still be charged for the current billing period.
13. You should not input any real data into the free trial (demo) account. Any such data you input into a free trial account will not transfer over to your paid, conversion-feature enabled organisation.
14. Neither Xero nor Jet Convert is a professional services firm and neither Xero nor Jet Convert are in the business of giving professional advice. You are solely responsible for seeking out professional and independent legal, financial, accounting, tax or other professional services advice when you need it.
15. Xero may terminate or vary the Conversion to Xero Program at any time in its absolute discretion by notice on its website.
16. The parties are entering into this agreement as independent parties and nothing herein will be deemed to create any principal/agent, joint venture or other business relationship between the parties hereto.
17. These terms are governed by and construed in accordance with the laws of Singapore and each party irrevocably submits to the exclusive jurisdiction of the courts in Singapore.
18. Additional eligibility criteria, limitations and exclusions may apply.