



Terms of Service

THESE TERMS GOVERN YOUR ACQUISITION AND USE OF OUR SERVICES. IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES, THESE TERMS WILL ALSO GOVERN THAT FREE TRIAL.

YOU MAY NOT ACCESS THE SERVICES IF YOU ARE OUR DIRECT COMPETITOR, EXCEPT WITH OUR PRIOR WRITTEN CONSENT. IN ADDITION, YOU MAY NOT ACCESS THE SERVICES FOR PURPOSES OF MONITORING THEIR AVAILABILITY, PERFORMANCE OR FUNCTIONALITY, OR FOR ANY OTHER BENCHMARKING OR COMPETITIVE PURPOSES.

SMARTBOOKS IS AN ONLINE ACCOUNTING SOFTWARE DESIGNED AND PROGRAMMED FOR THE CLOUD THAT IS EASY TO USE, QUICK TO SET UP AND ACCESSIBLE ANYWHERE, ANYTIME. BASED ON BEST GLOBAL BUSINESS PRACTICES IN ACCOUNTING, SMARTBOOKS IS SPECIFICALLY TAILORED FIT FOR THE PHILIPPINE BUSINESS SETTING. THESE TERMS OF SERVICE ARE INTENDED TO EXPLAIN OUR OBLIGATIONS AS A SERVICE PROVIDER AND YOUR OBLIGATIONS AS A CUSTOMER. PLEASE READ THEM CAREFULLY.

THE SMARTBOOKS SERVICE WILL EVOLVE OVER TIME BASED ON USER FEEDBACK. THESE TERMS ARE NOT INTENDED TO ANSWER EVERY QUESTION OR ADDRESS EVERY ISSUE RAISED DUE TO THE USE OF THE SMARTBOOKS SERVICE. SMARTBOOKS RESERVES THE RIGHT TO CHANGE THESE TERMS AT ANY TIME, EFFECTIVE UPON THE POSTING OF MODIFIED TERMS AND SMARTBOOKS WILL MAKE EVERY EFFORT TO COMMUNICATE THESE CHANGES TO YOU VIA EMAIL OR NOTIFICATION VIA THE WEBSITE. IT IS LIKELY THE TERMS OF SERVICE WILL CHANGE OVER TIME. IT IS YOUR OBLIGATION TO ENSURE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO THE MOST RECENT TERMS AVAILABLE ON THE WEBSITE.

BY REGISTERING TO USE THE SERVICE 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 SERVICE. YOU ARE DEEMED TO HAVE AGREED TO THESE TERMS ON BEHALF OF ANY ENTITY FOR WHOM YOU USE THE SERVICE.

THESE TERMS WERE LAST UPDATED ON SEPTEMBER 8, 2016. IT IS EFFECTIVE BETWEEN YOU AND US AS OF THE DATE OF YOU ACCEPTING THESE TERMS.

1. Definitions

"Agreement" means these Terms of Service.

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

"Data" means any data encoded by You or with Your authority into the Website.

"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.

"Invited User" means any person or entity, other than the Subscriber, that uses the Service with the authorization of the Subscriber from time to time.

"Service" means the online accounting software services made available (as may be changed or updated from time to time by Smartbooks) via the Website.

"Smartbooks" means the team responsible for delivering the Smartbooks Service, which is GreenStar BPO Services, Inc., a company duly registered with the Philippine Stock Exchange Commission and all its future subsidiaries.

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

"Subscription Fee" means the monthly fee (excluding any taxes and duties) payable by You in accordance with the fee schedule set out on the Website (which Smartbooks may change from time to time upon notice to You).

"Subscription Period" means the subscription duration, which is three months.

"Website" means the Internet site at the domain www.smartbooks.ph or any other site operated by Smartbooks.

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

2. Use of Software

Smartbooks grants You the right to access and use the Service via the Website with the particular user roles available to You according to Your subscription type. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. You acknowledge and agree that, subject to any applicable written agreement between the Subscriber and the Invited Users, or any other applicable laws:

- a. the Subscriber determines who is an Invited User and what level of user role access to the relevant company and Service that Invited User has;
- b. the Subscriber is responsible for all Invited Users' use of the Service;
- c. the Subscriber controls each Invited User's level of access to the relevant company and Service at all times and can revoke or change an 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;
- d. if there is any dispute between a Subscriber and an Invited User regarding access to any company or Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that Invited User shall have, if any.

3. Your Obligations

a. **Payment obligations:**

Subscription Fees are paid in advance. Your registered Paypal account or your credit card via Paypal, will be charged for these Subscription Fees. An Official Receipt for each paid three (3)-month Subscription Period will be issued within one month from the date You purchased a Smartbooks subscription. The start of Your monthly subscription to the Service starts on the same date each month, referencing the date when You first subscribed.

All Smartbooks Official Receipts will be sent to the email address you used to subscribe to Smartbooks.

b. **General obligations:**

You must only use the Service and Website for Your own lawful internal business purposes, in accordance with these Terms and any notice sent by Smartbooks or condition posted on the Website. You may use the Service 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 authorized 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.

c. **Access conditions:**

1. You must ensure that all usernames and passwords required to access the Service are kept secure and confidential. You must immediately notify Smartbooks of any unauthorized use of Your passwords or any other breach of security and Smartbooks will reset Your password and You must take all other actions that Smartbooks reasonably deems necessary to maintain or enhance the security of Smartbooks' computing systems and networks and Your access to the Services.
2. As a condition of these Terms, when accessing and using the Services, You must:
 - i. not attempt to undermine the security or integrity of Smartbooks' computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
 - ii. not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;

- iii. not attempt to gain unauthorized 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 Services are hosted;
- iv. not transmit, or input into the Website, 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
- v. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

d. Usage Limitations:

Use of the Service may be subject to limitations, including but not limited to monthly transaction volumes, total number of stock keeping units and total number of users.

e. Communication Conditions:

As a condition of these Terms, if You use any communication tools available through the Website (such as the chat room), 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 Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Website, 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 are permitted to make such communication. Smartbooks 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 Services.

f. Indemnity:

You indemnify Smartbooks against: all claims, costs, damages and losses arising from Your breach of any of these Terms or any obligation You may have to Smartbooks, including (but not limited to) any costs relating to the recovery of any Subscription Fees that are due but have not been paid by You.

4. Confidentiality and Privacy

a. 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 the termination of these Terms.
3. The provisions of clauses 4.a.1 and 4.a.2 shall not apply to any information which:
 - i. is or becomes public knowledge other than by a breach of this clause;
 - ii. is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - iii. is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - iv. is independently developed without access to the Confidential Information.

b. Privacy:

Smartbooks maintains a [Privacy Policy](#) that sets out the parties' obligations in respect of personal information. You should read that policy, which is written below these statement of Terms and You will be taken to have accepted that policy when You accept these Terms.

5. Intellectual Property

a. General:

Title to, and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of Smartbooks (or its licensors).

b. 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 Smartbooks Subscription Fee when due. You grant Smartbooks a license to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services and for any other purpose related to the provision of services to You.

c. Backup of Data:

You must maintain copies of all Data inputted into the Service (e.g. original source documents, supporting records, report printouts, etc.). Smartbooks 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. Smartbooks expressly excludes liability for any loss of Data no matter how caused.

d. Third-party applications and your Data.

If You enable third-party applications for use in conjunction with the Services, You acknowledge that Smartbooks 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 Services. Smartbooks 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

a. Authority:

You warrant that where You have registered to use the Service 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 Service 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.

b. Acknowledgement:

You acknowledge that:

1. You are authorized to use the Services and the Website and to access the information and Data that You input into the Website, including any information or Data input into the Website by any person you have authorized to use the Service. You are also authorized to access the processed information and Data that is made available to You through Your use of the Website and the Services (whether that information and Data is Your own or that of anyone else).
2. Smartbooks has no responsibility to any 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 Services 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:
 - i. You are responsible for ensuring that You have the right to do so;
 - ii. You are responsible for authorizing any person who is given access to information or Data, and you agree that Smartbooks has no obligation to provide any person access to such information or Data without Your authorization and may refer any requests for information to You to address; and
 - iii. You will indemnify Smartbooks against any claims or loss relating to:
 - a. Smartbooks' refusal to provide any person access to Your information or Data in accordance with these Terms,
 - b. Smartbooks' making available information or Data to any person with Your authorization.
3. The provision of, access to, and use of, the Services is on an "as is" basis and at Your own risk.
4. Smartbooks does not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, 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 Services. Smartbooks is not in any way responsible for any such interference or prevention of Your access or use of the Services.
5. Smartbooks is not Your accountant and use of the Services 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 Services meet the needs of Your business and are suitable for the purposes for which they are used.
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).

c. No warranties:

Smartbooks gives no warranty about the Services. Without limiting the foregoing, Smartbooks does not warrant that the Services will meet Your requirements or that it will be suitable for any particular purpose. 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.

d. Consumer guarantees:

You warrant and represent that You are acquiring the right to access and use the Services 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 Services, the Website or these Terms.

7. Limitation of Liability

- a. To the maximum extent permitted by law, Smartbooks 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 Service or Website.
- b. If You suffer loss or damage as a result of Smartbooks' negligence or failure to comply with these Terms, any claim by You against Smartbooks arising from Smartbooks' negligence or failure will be limited in respect of any one incident, or series of connected incidents, to the Subscription Fees paid by You in the previous three (3) months.
- c. If You are not satisfied with the Service, Your sole and exclusive remedy is to terminate these Terms in accordance with Clause 8.

8. Termination

a. Trial policy

When You first sign up for access to the Services You can evaluate the Services under the defined trial usage conditions, with no obligation to continue to use the Services. If You choose to start using the Services thereafter, You need to subscribe to the Services from the day You first purchased a Smartbooks subscription. If You choose not to continue using the Services, Your Trial Account will be deleted by Smartbooks at its discretion.

b. Subscription policy

If You choose not to continue the Services you have already subscribed to, You will provide Smartbooks a written formal letter, which will need to include a clear reason for requesting termination. Termination of your subscription will be effective after 30 days from the receipt of your formal letter or the end of the Subscription Period, whichever comes later. Upon termination of your subscription, Your Smartbooks Account will be deleted by Smartbooks at its discretion.

c. Prepaid subscriptions

Smartbooks will not provide any refund for any remaining prepaid period for a prepaid subscription.

d. Unpaid subscriptions

Any unpaid subscription will be treated as a breach of these Terms as stated in clause 8.f.1. Your subscription will be terminated and access to your Smartbooks account will be temporarily disabled for 60 days. Within the 60-day period that Your Smartbooks account is temporarily disabled, You have the option to re-subscribe to the Services by paying the Subscription Fee and an additional fee for the restoration of your Smartbooks account. Your access to Your Smartbooks account will be restored within three (3) days after confirmation of payment. The subscription period will continue to run and will not be adjusted to cover for any lost days due to the breach. A Smartbooks account that is temporarily disabled for 60 days will be permanently terminated on the 61st day. Upon termination of your subscription, Your Smartbooks account will be deleted by Smartbooks at its discretion.

e. No-fault termination

These Terms will continue for the period covered by the Subscription Fee paid or payable under clause 3.a. At the end of each billing period, these Terms will automatically continue for another period of the same duration as that period, provided You continue to pay the prescribed Subscription Fee when due, unless either party terminates these Terms by giving formal written notice to the other party. Termination of subscriptions will follow the terms provided for in clause 8.b.

f. Breach

If You:

1. breach any of these Terms (including, without limitation, by non-payment of any Subscription Fees) and do not remedy the breach 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; or
3. or Your business becomes insolvent or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction, Smartbooks may take any or all of the following actions, at its sole discretion:
 - i. Terminate this Agreement and Your use of the Services and the Website;
 - ii. Suspend for any definite or indefinite period of time, Your use of the Services and the Website;
 - iii. Suspend or terminate access to all or any Data.
 - iv. Take either of the actions in sub-clauses i., ii. and iii. of this clause 8.f. in respect of any or all other persons whom You have authorized to have access to Your information or Data.

For the avoidance of doubt, if payment of any invoice for Subscription Fees due in relation to Your/any of Your Company/ies (as defined at clause 8.f.3.) is not made in full by the relevant due date, Smartbooks may: suspend or terminate Your use of the Service, the authority for all or any of Your Companies to use the Service, or Your rights of access to all or any Data.

g. Accrued rights

Termination of these Terms is without prejudice to any 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 Services and the Website.

h. Expiry or termination

Clauses 3.a, 3.e, 4, 5, 6, 7, 8 and 10 survive the expiry or termination of these Terms.

9. Help Desk

a. Technical Problems:

In the case of technical problems You must make all reasonable efforts to investigate and diagnose problems before contacting Smartbooks. If You still need technical help, please check the assistance service provided online by Smartbooks on the Website via its chat room or failing that email us at support@smartbooks.ph. The Smartbooks chat room operates from 9:00 A.M. to 6:00 P.M., Mondays through Fridays, excluding public holidays.

b. Service availability:

Whilst Smartbooks intends that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance or other development activity to take place.

If for any reason Smartbooks has to interrupt the Services for longer periods than Smartbooks would normally expect, Smartbooks will use reasonable endeavours to publish in advance details of such activity on the Website.

10. General

a. Entire agreement

These Terms, together with the Smartbooks [Privacy Policy](#) and the terms of any other notices or instructions given to You under these Terms of Service, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and Smartbooks relating to the Services and the other matters dealt with in these Terms.

b. 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.

c. 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.

d. No assignment

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

e. Governing law and jurisdiction

This Agreement is governed by the laws of the Philippines and You hereby submit to the exclusive jurisdiction of the Courts of the Philippines for all disputes arising out of or in connection with this Agreement.

f. 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.

g. 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 Smartbooks must be sent to support@smartbooks.ph or to any other email address notified by email to You by Smartbooks. Notices to You will be sent to the email address which You provided when setting up Your access to the Service.

h. 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.

| ~ ~ ~ End of Smartbooks Terms of Service ~ ~ ~ |

Privacy Policy

At Smartbooks, we take privacy very seriously. We've updated our privacy policy (**Policy**) to ensure that we communicate to You, in the clearest way possible, how we treat personal information. We encourage You to read this Policy carefully. It will help You make informed decisions about sharing Your personal information with us.

The defined terms in this Policy have the same meaning as in our [Terms of Service](#), which You should read together with this Policy. By accessing our Website and using our Service, You consent to the terms of this Policy and agree to be bound by it and our Terms of Service.

Smartbooks collects Your personal information

Smartbooks is an online accounting software designed and programmed for the cloud that is easy to use, quick to set up and accessible anywhere, anytime. Based on best global business practices in accounting, Smartbooks is specifically tailored fit for the Philippine business setting.

The Service involves the storage of Data about a company or individual. That Data can include personal information. "Personal information" is information about an identifiable individual, and may include information such as the individual's name, email address, telephone number, bank account details, taxation details, and accounting and financial information.

Smartbooks may collect personal information directly from You when You:

- register to use the Service,
- use the Service,
- contact the Smartbooks support team, and
- visit our Website.

You can always choose not to provide Your personal information to Smartbooks, but it may mean that we are unable to provide You with the Service.

Smartbooks may receive personal information from You about others

Through Your use of the Service, Smartbooks may also collect information from You about someone else. If You provide Smartbooks with personal information about someone else, You must ensure that You are authorized to disclose that information to Smartbooks and that, without Smartbooks taking any further steps required by applicable data protection or privacy laws, Smartbooks may collect, use and disclose such information for the purposes described in this Policy.

This means that You must take reasonable steps to ensure the individual concerned is aware of and/or consents to the various matters detailed in this Policy, including the fact that their personal information is being collected, the purposes for which that information is being collected, the intended recipients of that information, the individual's right to obtain access to that information, Smartbooks' identity, and how to contact Smartbooks.

Where requested to do so by Smartbooks, You must also assist Smartbooks with any requests by the individual to access or update the personal information You have collected from them and entered into the Service.

Smartbooks collects, holds, and uses Your personal information for limited purposes

Smartbooks collects Your personal information so that we can provide You with the Service and any related services You may request. In doing so, Smartbooks may use the personal information we have collected from You for purposes related to the Services including to:

- verify Your identity,
- administer the Service,
- notify You of new or changed services offered in relation to the Service,
- carry out marketing or training relating to the Service,
- assist with the resolution of technical support issues or other issues relating to the Service,
- comply with laws and regulations in applicable jurisdictions, and
- communicate with You.

By using the Service, You consent to Your personal information being collected, held and used in this way and for any other use You authorize. Smartbooks will only use Your personal information for the purposes described in this Policy or with Your express permission.

It is Your responsibility to keep Your password to the Service safe. You should notify us as soon as possible if You become aware of any misuse of Your password, and immediately change your password within the Service or via the "[Forgotten Password](#)" process.

Smartbooks can aggregate Your non-personally identifiable data

By using the Service, You agree that Smartbooks can access, aggregate and use non-personally identifiable data Smartbooks has collected from You. This data will in no way identify You or any other individual.

Smartbooks may use this aggregated non-personally identifiable data to:

- assist us to better understand how our customers are using the Service,
- provide our customers with further information regarding the uses and benefits of the Service,
- enhance small business productivity, including by creating useful business insights from that aggregated data and allowing You to benchmark Your business' performance against that aggregated data, and
- otherwise to improve the Service.

Smartbooks holds your personal information on servers located in Singapore

We use a top tier, third party data hosting provider, IBM Softlayer, to host our Services on servers located in Singapore. This means that your personal information will be transferred to Singapore.

By entering personal information into the Services, you consent to that personal information being hosted on servers located in Singapore. While your personal information will be stored on servers located in Singapore, it will remain within Smartbooks' effective control at all times. Our data hosting provider's role is limited to providing a hosting and storage service to Smartbooks, and we've taken steps to ensure that our data hosting provider does not have access to, and use the necessary level of protection for, Your personal information. They do not control, and are not permitted to access or use your personal information, except for the limited purpose of storing the information. This means that Smartbooks does not currently disclose personal information to third parties located overseas.

If You do not want Your personal information to be transferred to a server located in Singapore, You should not provide Smartbooks with Your personal information or use the Service.

Smartbooks takes steps to protect your personal information

Smartbooks is committed to protecting the security of Your personal information and we take all reasonable precautions to protect it from unauthorized access, modification or disclosure. Your personal information is stored on secure servers that have SSL Certificates issued by leading certificate authority, Comodo, and all Data transferred between You and the Service is encrypted.

However, the Internet is not in itself a secure environment and we cannot give an absolute assurance that Your information will be secure at all times. Transmission of personal information over the Internet is at Your own risk and You should only enter, or instruct the entering of, personal information to the Service within a secure environment.

We will advise You at the first reasonable opportunity upon discovering or being advised of a security breach where Your personal information is lost, stolen, accessed, used, disclosed, copied, modified, or disposed of by any unauthorized persons or in any unauthorized manner.

Smartbooks only discloses Your Personal Information in limited circumstances

Smartbooks will only disclose the personal information You have provided to us to entities outside Smartbooks if it is necessary and appropriate to facilitate the purpose for which Your personal information was collected pursuant to this Policy, including the provision of the Service.

Smartbooks will not otherwise disclose Your personal information to a third party unless You have provided Your express consent. However, You should be aware that Smartbooks may be required to disclose Your personal information without Your consent in order to comply with any court orders, subpoenas, or other legal process or investigation including by tax authorities, if such disclosure is required by law. Where possible and appropriate, we will notify You if we are required by law to disclose Your personal information.

Smartbooks does not store Your credit card details

If You choose to pay for the Service by credit card, Your credit card details are not stored by the Service and cannot be accessed by Smartbooks staff. Your credit card details are encrypted and securely stored by Paypal to enable Smartbooks to automatically bill your credit card on a recurring basis. You should review Paypal's [Privacy Policy](#) to ensure you are happy with it.

You may request access to Your personal information

It is Your responsibility to ensure that the personal information You provide to us is accurate, complete and up-to-date. You may request access to the information we hold about You, or request that we update or correct any personal information we hold about You, by setting out Your request in writing and sending it to us at privacy@smartbooks.ph.

Smartbooks will process Your request as soon as reasonably practicable, provided we are not otherwise prevented from doing so on legal grounds. If we are unable to meet Your request, we will let you know why. For example, it may be necessary for us to deny Your request if it would have an unreasonable impact on the privacy or affairs of other individuals, or if it is not reasonable and practicable for us to process Your request in the manner You have requested. In some circumstances, it may be necessary for us to seek to arrange access to Your personal information through a mutually agreed intermediary (for example, the Subscriber).

We'll only keep Your personal information for as long as we require it for the purposes of providing You with the Service. However, we may also be required to keep some of Your personal information for specified periods of time, for example under certain laws relating to corporations, money laundering, and financial reporting legislation.

Smartbooks uses cookies

In providing the Service, Smartbooks utilizes "cookies". A cookie is a small text file that is stored in Your computer for record-keeping purposes. A cookie does not identify You personally or contain any other information about You but it does identify Your computer.

We and some of our affiliates and third-party service providers may use a combination of "persistent cookies" (cookies that remain in Your hard drive for an extended period of time) and "session ID cookies" (cookies that expire when You close Your browser) on the Website to, for example, track overall site usage, and track and report on Your use and interaction with ad impressions and ad services.

You can set your browser to notify You when You receive a cookie so that You will have an opportunity to either accept or reject it in each instance. However, You should note that refusing cookies may have a negative impact on the functionality and usability of the Website.

We do not respond to or honor "Do Not Track" requests at this time.

You are responsible for transfer of Your data to third-party applications

The Service may allow You, the Subscriber, or another Invited User within the relevant subscription to the Service to transfer Data, including Your personal information, electronically to and from third-party applications. Smartbooks has no control over, and takes no responsibility for, the privacy practices or content of these applications. You are responsible for checking the privacy policy of any such applications so that You can be informed of how they will handle personal information.

Smartbooks has a privacy complaints process

If You wish to complain about how we have handled Your personal information, please provide our Privacy Officer with full details of Your complaint and any supporting documentation:

- by e-mail at privacy@smartbooks.ph, or
- by letter to The Privacy Officer, GreenStar BPO Services, Inc., 24F BGC Corporate Center, 11th Avenue corner 30th Street, Bonifacio Global City, City of Taguig 1634 Philippines

Our Privacy Officer will endeavor to:

- provide an initial response to Your query or complaint within 15 business days, and
- investigate and attempt to resolve Your query or complaint within 30 business days or such longer period as is necessary and notified to you by our Privacy Officer.

This policy may be updated from time to time

Smartbooks reserves the right to change this Policy at any time, and any amended Policy is effective upon posting to this Website. Smartbooks will make every effort to communicate any significant changes to You via email or notification via the Service. Your continued use of the Service will be deemed acceptance of any amended Policy.

Last updated: September 8, 2016

| ~ ~ ~ End of Smartbooks Privacy Policy ~ ~ ~ |