AX Billing Portal Terms of Use

Version v1.1

Effective date September 28, 2026

Based on the general provisions of the TecAce Terms of Use, last updated December 1, 2025

1. AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you"), and TecAce Software, Ltd ("Company", "we", "us", or "our"), concerning your access to and use of the Billing Portal and the billing and payment services described in these Terms (collectively, the "Service").

You agree that by accessing or using the Service, you have read, understood, and agreed to be bound by all of these Terms of Use.

> **IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICE AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

If you use the Service on behalf of an entity, you represent that you are authorized to accept these Terms, and to authorize payments, on that entity's behalf.

These Terms cover billing and payment only. The products and services you purchase from Company are governed by the order, master services agreement, or other written agreement you have signed with Company, and by any terms that apply to those products.

Order of precedence. If you have signed an order, master services agreement, or other written agreement with Company, that signed agreement prevails over these Terms to the extent of any conflict. These Terms govern the billing and payment process itself, including access to the Billing Portal, how invoices are issued and charged, and how consent is recorded.

2. DEFINITIONS

"Billing Portal" means the customer billing site at https://billing.tecace.com, where registered users of a customer account can view invoices, receipts, credit notes, orders, and agreed documents, and can manage payment methods.

"Invoice" means a statement of amounts owed that Company issues to your account through the Payment Processor.

"Payment Method" means a card or a U.S. bank account that you register in the Billing Portal.

"Payment Processor" means Stripe, Inc. and its affiliates, which process payments on Company's behalf.

"Subscription Invoice" means an invoice for a recurring subscription service, including any setup fee billed with it.

"Project Invoice" means an invoice issued under a signed order or statement of work, including milestone and time-and-materials billing.

3. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Service is our proprietary property. All source code, databases, functionality, software, designs, text, and graphics in the Service (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us.

Invoices, receipts, and credit notes may be downloaded and kept for your own records.

4. USER REPRESENTATIONS

By using the Service, you represent and warrant that:

- (1) you have the legal capacity and you agree to comply with these Terms of Use;
- (2) you are not a minor in the jurisdiction in which you reside;
- (3) you will not access the Service through automated or non-human means;
- (4) you will not use the Service for any illegal or unauthorized purpose;
- (5) you are authorized to use each Payment Method you register, and the information you provide for it is accurate.

5. PROHIBITED ACTIVITIES

You may not access or use the Service for any purpose other than that for which we make it available. As a user of the Service, you agree not to:

- Systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Access, or attempt to access, billing information of any account you are not registered to.
- Share sign-in codes or access links, or attempt to guess them.
- Interfere with, disrupt, or place an unreasonable load on the Service.

6. BILLING PORTAL ACCESS

Access to the Billing Portal is granted by Company to email addresses registered to a customer account. Company may add or remove registered users at the customer's request, and may revoke access at any time.

You sign in by entering your registered email address and the one-time sign-in code we send to it. A code is valid for 10 minutes, can be used once, and stops working after 5 incorrect attempts or when a newer code is requested. Company may also send you a one-time access link; a link that has expired or been withdrawn will direct you to sign in with a code instead. The number of codes that can be requested is limited. For security, the Billing Portal responds in the same way whether or not an email address is registered.

You are responsible for keeping access to your email account secure, and for all activity in the Billing Portal under your email address. Tell us promptly at the contact address in Section 15 if you believe someone else has accessed your account.

7. INVOICES AND PAYMENT

All amounts are invoiced and charged in U.S. dollars. Invoices, receipts, and credit notes are available in the Billing Portal, and each invoice shows the Billing Portal address. Recurring subscriptions are billed monthly, starting on the subscription start date.

Each invoice, including Subscription Invoices and Project Invoices, is due on the payment date shown on it, or upon receipt if it shows no payment date; there are no net payment terms.

You must keep at least one valid Payment Method registered. Payments are processed by the Payment Processor. Payment details are entered into a form provided by the Payment Processor; Company does not receive or store full card or bank account numbers. U.S. bank accounts are verified through the Payment Processor before they can be used.

Taxes. All amounts are exclusive of tax. Sales and use taxes are calculated based on your location and the nature of the service, and are added to each invoice where applicable. You are responsible for those taxes. If you are exempt, you must provide a valid exemption certificate before the invoice is issued.

Non-payment. If an invoice remains unpaid after the final automatic payment attempt described in Section 9, Company may suspend or cancel your access to the Service, and to the products and services it bills for. Suspension or cancellation does not relieve you of the obligation to pay amounts already invoiced.

8. AUTOMATIC PAYMENT AUTHORIZATION

Automatic payment is required for all orders placed through the Billing Portal. When you place an order, or register a Payment Method, you are asked to agree to the following authorization, and the exact wording you agreed to is recorded:

> **"I authorize TecAce Software, Ltd to charge my Payment Method on file for the full amount of each invoice issued to my account, on the payment date shown on the invoice (or, if the invoice shows no payment date, when the invoice is issued), and to retry a charge that fails, until my agreement with TecAce ends."**

Under this authorization:

- Each invoice shows its payment date, and the charge is made on that date. The payment date is normally the billing day set in your agreement. If a month has no such day, the last day of that month is used, and if the day falls on a weekend or a U.S. federal bank holiday, the next business day is used.
- An invoice that shows no payment date is charged automatically, generally within about one hour after it is issued.
- You may pay an invoice before its payment date with Pay now in the Billing Portal. An invoice that has been paid is not charged again.
- Company does not send a separate notice before each charge. Each invoice that shows a payment date is emailed to your billing email address when it is issued, on or before that date, and states the amount that will be charged and the date on which it will be charged.
- Your default Payment Method is charged. If you register a new Payment Method while an invoice is unpaid after a failed payment, that invoice may be charged to the new Payment Method right away.
- Bank account (ACH) payments can take several business days to complete, and an invoice is shown as processing during that time.
- Automatic payment cannot be turned off separately. It ends when your agreement with Company ends. Cancellation, term, and notice requirements are those of the signed order or statement of work that the billing relates to.

9. FAILED PAYMENTS

If a charge on an invoice's payment date fails, Company tries it again 3 and 5 days after the payment date, for no more than 3 attempts in total. If a charge on an invoice that shows no payment date fails, the Payment Processor retries it automatically, up to 8 times over approximately 2 weeks; a bank payment that is returned may not be retried in that case. Company may notify the billing contacts on your account by email when a payment first fails and when no further attempts will be made. The Billing Portal shows invoices that need your action.

If payment still has not been collected after the retries end, a Company representative will contact you to arrange payment. Updating your Payment Method in the Billing Portal is the fastest way to resolve a failed payment.

10. REFUNDS AND CREDIT NOTES

Refunds are issued for duplicate charges and incorrect charges, and only for invoices that have been paid. A refund may be for all or part of the amount paid, and never for more than the amount paid less any earlier refunds. Amounts properly invoiced for services delivered are not refundable under this Section.

Each refund is issued as a credit note against the invoice and returned to the Payment Method used for that payment. The credit note is available to you as a document. Refunds to bank accounts can take several business days to arrive. Invoices that have been refunded are shown as refunded or partially refunded, and the original receipt remains available.

11. RECORDS, CONSENT, AND PRIVACY

To keep a reliable record of what was agreed and who accessed billing information, Company records:

- when you agree to a document: the document's version and a cryptographic hash of its contents, the time, your email address, your IP address, and your browser's user agent;
- when you place an order: the order as it was displayed to you, the authorization wording in Section 8, and the same details;
- each attempt to access the Billing Portal, including unsuccessful attempts: the time, the email address entered, the IP address, the browser's user agent, and the result;
- billing actions taken by Company staff, including refunds and the reason for them.

Consent and order records are not edited or deleted after they are made. Earlier versions of the documents you agreed to remain available. These records are retained for 7 years from the date they are created.

The Billing Portal screens are shown in English; the English version of these Terms and of all agreed documents governs. Our handling of personal information is described in our privacy policy at https://www.tecace.com/privacy.

12. LIMITATIONS OF LIABILITY

> **IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT OR DATA, ARISING FROM YOUR USE OF THE SERVICE.**

This section does not limit your obligation to pay amounts properly invoiced to your account.

13. INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless from and against any loss, damage, liability, claim, or demand made by any third party due to or arising out of: (1) your use of the Service; (2) your breach of these Terms of Use; (3) your violation of the rights of a third party, including through the use of a Payment Method you are not authorized to use.

14. CHANGES TO THESE TERMS

Company may publish new versions of these Terms. Each version has its own version identifier, and earlier versions remain available in the Billing Portal. When a change requires your agreement, you will be asked to agree to the new version before continuing to use the affected parts of the Billing Portal.

15. GOVERNING LAW, DISPUTES, AND CONTACT

These Terms of Use are governed by the laws of the State of Washington. Any legal action shall be commenced in the state and federal courts located in King County, Washington.

To resolve a complaint regarding the Service, or to receive further information about it, please contact us at:

contact@tecace.com

For questions about an invoice, a payment, or a refund, contact our billing team at:

andrewyoo@tecace.com

This English version governs. If any translation of these Terms differs from this English version, this English version prevails.