

Terms & Conditions

The following Terms & Conditions and Privacy Policy will apply immediately to users that sign up to SumUp Accounting and/or SumUp Invoices from the 1st March 2021, and onwards.

1. Subject and scope of these Terms

1. These terms and conditions govern the rights and obligations in connection with the use of the services of the provider SumUp Limited, Block 8, Harcourt Centre, Charlotte Way, Dublin 2, Ireland D02 K580, VAT: IE9813461A (hereafter: service provider, "SumUp"), part of SumUp Group Companies – SumUp group, and the user in connection with the use of the services, namely SumUp Accounting and SumUp Invoices. For the purposes of provision of the SumUp Accounting and SumUp Invoices service SumUp uses the services of an entity, part of SumUp Group - Debitoor Ireland Limited, Block 8, Harcourt Centre, Charlotte Way, Dublin 2, Ireland ("Debitoor").
2. The service of the provider consists essentially in the granting of the possibility of using the service via the Internet on servers that are within the sphere of influence of the service provider, to which the user, as far as this is required, receives access and usage rights. When using the Software as a Service (SaaS), the user will be able to enter data and use different functions. The services of SumUp group's entity Debitoor include - but are not limited to - the website, the Debitoor application, mobile applications, blog, news mail, forum and help section.
3. A condition for the trouble-free use of the service is a reliable continuous Internet connection up to the servers of the service provider. It is up to the customer to establish this connection with the help of his device.
4. Only the terms and conditions of the service provider apply. Conflicting or differing terms of conditions provided by the user are not recognized by the service provider, unless their validity was explicitly agreed in writing. In case of conflicting terms the present terms and conditions will still apply.

2. Conclusion of contract

1. Unless otherwise explicitly agreed individually, a contract is only concluded upon successful completion of the registration process.
2. The user has the opportunity to print and read the text of the contract from the registration process and before concluding the contract.
3. There is no entitlement of the user to conclude a contract. The service provider is free to reject any offer by a user to conclude a contract without giving any reason.
4. By signing up for the services provided by SumUp, you accept and agree to the Subscription Terms („the Terms“) as outlined below, including your consent to the processing and sharing of your personal data as required to provide the SumUp service to you, and always in compliance with all Data Protection legislation.
5. Acceptance of additional communications from only the SumUp Group of Companies is not required to begin your subscription, but is recommended for the best possible experience. Information which is distributed in such communications is business related.
6. In order to use our services, you must completely accept the Privacy Policy along with the Terms & Conditions. You agree that you have read and understood the Terms & Conditions, and the Privacy Policy upon acceptance.
7. Prerequisite for the registration is that the user is fully legally competent, has a minimum age of 18 years, and is an entrepreneur, freelancer, or business owner and uses the services exclusively for business use. Minors are prohibited from registering. In the case of a legal entity, the registration must be carried out by a natural person who has unlimited legal capacity and is authorized to represent.
8. In the event that a company performs bookkeeping for third-parties on behalf of the contractor and the third-party is specified as contracting party, the accounting firm is obliged to inform the third-party in advance about the terms and conditions and subscribe only with the consent and power of representation. If this does not happen, it entitles the service provider to terminate the contract extraordinarily.

3. Services of the service provider

1. The service provider provides users with various accounting and invoicing services.
2. The content and scope of the services are governed by the respective contractual agreements, moreover exclusively according to the functionalities of the service described on conclusion of the contract on the website of the service provider.
3. The service provider may offer test versions in the form of test access. During the specified test period, the use of the service is free. If the user wishes to continue using the services after the end of the trial period, a chargeable contract is required.
4. The services provided by the service provider include in particular the areas of "online invoicing" and "bookkeeping", which are offered for a certain period as part of a "subscription".
5. Only the respective user has the right to use the service. A transfer of the user account to third-parties or any other options of use offered by the user to third-parties is prohibited and entitles the service provider to extraordinary termination.
6. As part of the SumUp Accounting Service, the user can use our software to submit VAT Returns directly to Her Majesty's Revenue and Customs ("HMRC") without needing to visit HMRC's website. To this end, the user needs to grant authority to the service provider or to a third-party appointed by it to interact with HMRC on behalf of the user, if the user wants to send the necessary data to HMRC directly via the service provider. This integration service with HMRC is provided by Debitoor ApS, a company that is part of SumUp Group Companies. Debitoor is listed on the official HMRC government page and has been through HMRC's recognition process.

4. Duties of the users

1. The user is obliged to provide truthful information about himself or his company, in connection with the use of the service.
2. When using the service, the user is obliged to comply with the applicable laws and to refrain from any activity that impairs or excessively strains the operation of the service or the underlying technical infrastructure.
3. The user is not authorized to pass on his login data to third-parties. The user is obliged to handle his login data carefully and to prevent misuse of the login data by third-parties.
4. The user is solely responsible for complying with his retention obligations. He shall ensure that his documents and data are kept lawful - where necessary - and that the financial authorities have the necessary access to them.

5. Notice on the right of revocation

1. The service provider offers its services exclusively to entrepreneurs and businesses.
2. For all intended use of the services provided by the service provider, there is no right of revocation.

6. Duration of the contract

1. The subscription begins with the conclusion of the contract and runs indefinitely.
2. Any test access ends automatically at the end of the respective test period. A separate notice is not required for test access.

7. Prices and terms of payment, blocking account, account deletion, and price adjustments

1. The service provider offers its services in various free and paid variants. The agreed prices can be found in the currently valid price and payment information.
2. Payment for a paid subscription is made monthly or annually, depending on the duration of the contract offered and chosen by the user, by credit card (Visa, MasterCard) or (SEPA) direct debit. The billing period runs for one month or one year in advance, from the date on which the user successfully registers for the paid version. The service provider reserves the right to introduce the possibility to buy subscriptions for different periods (e.g. quarterly) or to introduce related services offering other billing models (e.g. usage).
3. The entitlement to payment of the respective user charges shall become due immediately upon receipt of the invoice and will be deducted or withdrawn from the credit card or bank account (in the countries where this is available) on a monthly or annual basis, until the termination of the subscription contract.
4. SumUp reserves the right to change the billing entity to a different subsidiary of the SumUp Group as required.

5. A refund of the monthly or annual contributions in case of premature termination by the user does not take place. Upon termination of the contract, the product version can be used in full to the end of the contract period.
6. If the monthly or yearly subscription costs can not be debited in time from the credit card or the bank account, e.g. because of insufficient account coverage, the user's access to the invoicing and bookkeeping system is immediately blocked. Upon receipt of payment, access to the system will be released. The cost is € 20.00 per rejected charge and will be charged to the user. The user must then transfer the total amount to the bank account of the service provider within 4 working days.
7. If the account is deleted by the user before the end of the contract, the account will be inaccessible immediately after deletion. In this case, and even if a new account is created, any remaining maturities can not be refunded or credited to a new account. The non-repayment of residual amounts shall also apply in the case of a lawful extraordinary termination by the service provider for non-contractual use of the services.
8. The user agrees that email (using an email address provided by the user) will be used as a means of sending invoices and payment reminders.
9. The service provider is entitled to change the agreed fees at its reasonable discretion. Such a price change is only permitted once per calendar year and must be announced at least four weeks before it becomes effective in text form. The user can terminate this user agreement within one month after receipt of the notification of change, with effect from the time at which the increase in fees is to take effect.

8. Termination of the contract

1. The user can test the paid subscription for free for a period of time defined by the service Provider if applicable. There is no need for a separate termination notice. If the user has not submitted any payment information after expiry of the test period, no further obligations or costs will be incurred for the user.
2. The subscription can be terminated by users without a period of notice at the end of the respective month or year (or other billing periods), depending on which duration the user has chosen. The cancellation can be done in "Settings> Plans and Prices> Please cancel my subscription". If this is not possible or reasonable for the user, the termination can alternatively be declared in text form via email to the service provider.
3. In some cases, the user may choose between an annual and a monthly subscription. If the user wishes to switch from a monthly subscription to an annual subscription, this is possible with effect from the first day of the next billing month. The subscription will then automatically be extended by one year and the annual amount is due immediately upon receipt of the invoice. The annual subscription can be canceled until the last day of the current subscription year. The same applies to the change from a monthly or annual subscription to another monthly or annual subscription. If the user switches from an annual subscription to a monthly subscription, this is possible until the last day of the subscription year and with effect from the first day of the next subscription year, if there is an option for a monthly subscription. The subscription will then continue to run automatically on a monthly basis. A similar mechanism will be valid if the service provider introduces a different billing period.
4. The right of each party to extraordinary termination remains unaffected.
5. SumUp reserves the right to delete Customer data after termination of the contract regardless of the reason for termination, and SumUp is not obligated to store any Customer data after such time. SumUp retains only the data required for the minimum period to comply with relevant legal requirements following termination of the subscription.
6. SumUp ensure to always act in accordance with the General Data Protection Regulation (GDPR) and all data protection legislative requirements at all times.

9. Warranty and availability of services

1. The Application and the service is provided "as is" and SumUp expressly disclaims any further representations, warranties, conditions or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions or other terms of satisfactory quality, fitting for a particular purpose or reasonable care and skill.
2. SumUp is entitled to make operational changes to the System for improvements or otherwise (for example by developing or replacing technical equipment, maintenance or updating software) without giving the Customer prior notice. In some circumstances, it may be necessary to suspend access to the System, usually between 21:00 and 06:00 CET. Notice of such a suspension will be given to the Customer in advance if possible. SumUp will not be responsible for any consequences of such a suspension.

3. The service provider assumes no responsibility for the functionality of the connection to its servers, in the event of power failures and failures of servers that are not within its sphere of influence.

10. Rights of use

1. The service provider grants the user for the duration of this contract a simple, spatially unrestricted, non-transferable, non-sublicensable and personal right to use the SumUp's software used by the service provider for the provision of its services as intended in accordance with these General Terms & Conditions.
2. The user is entitled to access the software operated on the service provider's IT systems in order to process his data.
3. The user may use the processing software only for his own business purposes and only by his own personnel.
4. No intellectual property rights are assigned to the Customer. Individually customised software relating to the System also remains the property of SumUp unless otherwise stipulated.
5. In relation to any and all material uploaded by the Customer and any and all Customer data, the Customer grants to SumUp, its suppliers and sub-contractors, a non-exclusive worldwide irrevocable licence to provide the Application and any required related services to the Customer. The Customer represents and warrants that no uploaded material or Customer data will infringe third-party rights or intellectual property rights and will not contain any material that is obscene, offensive, inappropriate or in breach of any applicable law.
6. SumUp is entitled to assign its rights and obligations vis-à-vis the Customer to a group company or to a third-party. If the Customer agrees to the enhancement of the relationship by permitting marketing services, these materials will relate only to entities related to SumUp S.A.R.L. Group Companies.
7. The Customer accepts that SumUp is entitled to use sub-contractors in all matters, including for the implementation and operation of the Application and the storage of Customer data.
8. The service provider is not obliged to provide the user with the source code of the software.
9. The Application and any information provided by it, other than the Customer's data, is protected by copyright and other intellectual property rights and is owned by or licensed to SumUp group's entity Debitoor. Any development or adaptations made to such intellectual property by the Customer shall vest in SumUp group. The Customer shall notify SumUp of any actual or suspected infringement of SumUp groups intellectual property rights and any unauthorised use of the Application that the Customer is aware of.

11. Privacy and Customer Data

1. The service provider shall ensure that personal data is collected, stored and processed by users only in so far as this is necessary for the performance of the contract and allowed by law, or ordered by the legislator. The service provider will treat personal data confidentiality and in accordance with the provisions of applicable data protection law and will not disclose it to third-parties, unless this is necessary for the fulfillment of the contractual obligations and/or there is a legal obligation to transmit it to third-parties.
2. In order to ensure audit-proof processing of the data, the creation, modification and deletion of data with details of the user name and the processing date are logged.
3. The use of the service may require that the service provider process personal data on behalf of the user. For this, the conclusion of a separate Agreement for personal data processing is required. The parties agree that the Customer is the Data Controller for any data they upload to the SumUp Accounting and/or SumUp Invoices application and that they can amend or erase this data as required. SumUp is at all times Data Processor, processing data on the Customer's behalf. As an appendix to these terms, the parties will enter into a Data Processing Agreement ("DPA"). SumUp sub-processes part of the SumUp Accounting and/or SumUp Invoices services to an entity, part of SumUp group – Debitoor.
4. The Customer confirms that they are authorised to instruct SumUp to process any such information and that all instructions given will be lawful.
5. SumUp will only process Customer data in accordance with the Customer's instructions and not for its own, unauthorised use.
6. As between the parties, the Customer shall own any and all data it provides to SumUp or the Application. The Application permits the Customer to export records and data held by the Application and the Customer agrees to export any and all data prior to their termination of the subscription.

7. SumUp shares information for data processing only as required to provide the services to the Customer or where it is required to do so by any court or regulatory authority and in that case only to the extent necessary.
8. If SumUp is required to share data outside of the EEA, or with territories not pre-approved by the European Commission, we ensure full satisfaction with the level of data protection being maintained by such sub-processors.
9. The Customer agrees that a copy of the bank certificate issued to the Customer by its bank may be stored in SumUp's database and an external database. The Customer also agrees that data retrieved from the Customer's bank via a bank feed is available and is stored in the System.
10. SumUp will keep confidential all of the Customer's confidential information that the Customer provides to SumUp except when such information has come into the public domain other than by breach of this clause, or where SumUp has obtained the information from a third-party without a duty of confidence or where the information is required to be disclosed by a regulatory or government body or court of competent jurisdiction, and in that case only to the extent necessary.
11. SumUp shall take all necessary technical and organisational security measures to ensure safe and secure processing of any Customer data and prevent system information from being accidentally or illegally destroyed, lost or wasted, and to prevent such information from falling into the hands of any unauthorised party or from being misused or otherwise treated in a way which is contrary to Data Protection legislation. SumUp shall comply with its obligations under all applicable data protection legislation as a data processor and takes specific guidance from the General Data Protection Regulation.
12. In the event that data protection declarations of consent are obtained from the user as part of the use of the service provider's services, it is pointed out that these can be revoked by the user at any time.
13. Moreover, we refer to our Privacy Policy, available at SumUp Accounting and SumUp Invoices.

12. Changes to services

1. The service provider periodically adjusts its services provided at its own discretion to technological development and market needs in order to fulfill the intended use in accordance with the product description. This may change the service content, such as new or changed functionality, and adaptations to new technologies. Since these changes are in the nature of the solution, the user can not derive any rights or claims from this.
2. The service provider is also entitled to make new services available against payment and to cease the provision of free services. Furthermore, the service provider can add additional paid services in addition to the current paid subscriptions. When changing paid services, the service provider will pay particular attention to legitimate user interests and announce them in good time.

13. Limitation of liability

1. Damage claims for breaches of contract and illegal action can only be executed if there is evidence for intentional gross negligence of SumUp and/or its agents. The aforementioned disclaimer does not apply to the violation of the essential contractual obligations.
2. Additionally, the liability of SumUp also remains unaffected in case of personal injuries and mandatory legal provisions.
3. For services free of charge, there shall be no liability on the part of the service provider exceeding that specified in paragraphs 1 and 2.
4. SumUp is not responsible for service disruptions due to force majeure, in particular during a failure or overload of global communications networks. For this reason, the customer cannot claim a reduction of his service obligation.
5. SumUp is not liable for the information published about its services. The sender is responsible for their accuracy, completeness and timeliness.
6. The service provider is not liable for the loss of data insofar as the damage is due to the fact that the user has failed to fulfill his statutory retention obligations (see Section 4.4 of these general terms and conditions) and therefore the lost data cannot be restored with reasonable effort.
7. SumUp shall not be liable for any damages that the customer may incur due to lack of security measures in the transmission of the data.
8. Any liability for damages is limited to the amount of the annual fee. The liability for damages, due to data loss, is limited to the amount that would have resulted with proper data protection, however, this may not exceed the annual fee.

9. Any compensation claims of the customer expire one year after its occurrence. This limitation does not apply if SumUp acted with gross negligence or with intent.

10. Liability under the Product Liability Act remains unaffected.

14. Changes to the terms and conditions

1. The service provider reserves the right to change these terms and conditions at any time with effectiveness even within the existing contractual relationships, provided that this change, taking into account the interests of the service provider, is reasonable for the user; this is particularly the case when the change is without significant legal or economic disadvantages for the user, e.g. changes in the registration process or changes in contact information.
2. All other changes to the terms and conditions will be notified by the service provider to registered users at least 4 weeks prior to the planned entry into force of the changes. The changes will be communicated to the user via email. Unless the user objects within 4 weeks from receipt of the notice, the usage agreement will continue upon entry into force of the changes with the changed terms and conditions. In the change notification, the service provider will inform the user of his right of opposition and of the consequences of an objection. In the event of an objection, the service provider has the right to terminate the contractual relationship with the user at the planned entry into force of the changes.

15. Final provisions

1. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Ireland, and the Courts of the Republic of Ireland shall have exclusive jurisdiction to determine any dispute concerning these Terms and/or their subject matter.
2. If the user is a merchant, legal entity under public law or special fund under public law, the registered office of the service provider is the exclusive place of jurisdiction for all disputes arising from the contractual relationship.
3. Should individual provisions of these Terms and Conditions be or become ineffective, this shall not affect the validity of the remaining provisions.