

Sendtale – Terms of Service

Effective Date: 2025-10-10

Last Updated: 2025-10-28

1. Legal Entity and Contact

These Terms of Service (“**Terms**”) form a legally binding agreement between:

AXCAP AB,

Registered in Sweden, VAT number **SE559258481601**

Registered address: **AXCAP AB – Kivra 559258-4816, 106 31 Stockholm, Sweden**

(Hereafter referred to as “**Sendtale**”, “**Company**”, “**we**”, “**our**”, or “**us**”)

and you, the client or authorized user (“**User**”, “**you**”, or “**your**”).

By creating an account or using the platform available at <https://sendtale.com> (the “**Service**”), you acknowledge that you have read, understood, and agreed to be bound by these Terms.

2. Description of the Service

Sendtale provides a secure, cloud-based platform that connects with your digital sources—including, but not limited to, inbox providers (e.g., Gmail via Google APIs), ride-hailing services (e.g., Uber), advertising or business dashboards (e.g., Meta Ads Manager), and other systems—to collect and structure **digital receipts, invoices, and related financial entries**.

Features include:

- Automated import and categorization of digital receipts.
- Secure, centralized inbox for financial documentation.
- API-based synchronization with accounting and expense management systems.
- Optional analytics and reporting for financial visibility.

The Service is offered initially on a **free access basis**.

3. Corporate Clients and Authority

If you register on behalf of a **company or other legal entity**, you confirm that you have full authority to bind that entity. The company will be deemed the contractual party, responsible for compliance by all authorized personnel accessing the Service under its account.

For enterprise clients, these Terms may be supplemented by an executed **Master Services Agreement (MSA)**. In case of conflict, the MSA shall prevail.

4. Account Registration and Authentication

- Sendtale uses **Clerk** and **Google OAuth** for authentication.
- You must maintain accurate registration information; corporate domains should be used for company accounts.
- You are responsible for safeguarding passwords, API keys, and access tokens.
- In the event of suspected unauthorized access, you must notify **security@sendtale.com** immediately.

Sendtale may suspend accounts involved in suspicious activity, data abuse, or breach of these Terms.

5. Data Processing and Compliance (GDPR/CCPA)

5.1 Roles

- **Data Controller:** For user account and subscription information.
- **Data Processor:** For receipt and transaction data imported from third-party integrations.

5.2 Lawful Basis

Sendtale processes data under the following legal bases:

- **Contract performance** – to provide and maintain the Service.
- **Legitimate interest** – fraud prevention, service improvement, and analytics.
- **Consent** – when accessing third-party sources under your authorization.

5.3 Cross-Border Transfers

Data is primarily stored in the **European Economic Area (EEA)**. If transferred outside the EEA (e.g., to U.S.-based sub-processors such as Stripe), Sendtale ensures adequacy via the **EU-U.S. Data Privacy Framework** or Standard Contractual Clauses.

5.4 Security Controls

- AES-256 encryption for data at rest; TLS 1.3 for data in transit.
- Role-based access control and audit logs.
- Yearly penetration testing and internal security reviews.
- Pseudonymization and least-privilege access principles.

5.5 Retention and Deletion

- User data is deleted within **30 days** of account termination unless required for legal or accounting retention.
- Aggregated, anonymized data may be retained for statistical purposes.

A formal **Data Processing Addendum (DPA)** is available upon request for corporate clients.

6. Third-Party Integrations

Sendtale connects only to user-authorized third-party systems. Currently supported essential processors include:

Provider	Purpose	Jurisdiction & Compliance
Stripe Inc.	Billing, subscription, invoicing	GDPR & Data Privacy Framework
Clerk.dev	Authentication and user identity management	GDPR compliant
Google LLC (APIs)	Email and receipt import	GDPR / OAuth verified scope
PostHog Ltd.	Self-hosted analytics to improve performance	Data stored within EU

Sendtale maintains contractual clauses ensuring that all processors employ data protection measures. You may request a full list of sub-processors anytime by writing to privacy@sendtale.com.

7. Confidentiality

All information exchanged through the Service is **confidential**. Sendtale employees and contractors are bound by strict confidentiality and security agreements. The Company will

not review, share, or monetize customer receipts except where required for legal compliance or explicit support requests initiated by the client.

8. Acceptable Use Policy

Users shall not:

- Probe or attempt to bypass security controls.
- Use Sendtale to process unlawful financial data or materials.
- Interfere with network infrastructure or abuse API rate limits.
- Share credentials outside their organization.
- Reverse-engineer, copy, or redistribute the platform or its components.

Violations may lead to immediate suspension and possible legal action.

9. Service Availability and Maintenance

- Scheduled maintenance is announced at least **48 hours** in advance.
- Emergency downtime may occur without prior notice.
- Sendtale employs redundancy and daily backups to maintain availability targets of **99.5 % uptime** (non-SLA).

For enterprise contracts, specific SLA terms may apply.

10. Subscriptions, Fees, and Billing

- The Service is **currently free** during the public beta.
- Future premium plans will be transparently disclosed, with pricing, billing cycles, and features communicated before activation.
- Billing will be managed securely via **Stripe**.
- Subscription fees are payable in euros (EUR) or the client's local currency with applicable taxes/VAT.

Cancellation of a paid plan terminates renewals; data access remains for any pre-paid subscription period.

11. Intellectual Property and License

All intellectual property in the Service—including source code, design, algorithms, trade secrets, and trademarks (“**Sendtale IP**”)—belongs solely to AXCAP AB or its licensors.

Subject to these Terms, Sendtale grants you a **non-exclusive, non-transferable, revocable license** to use the Service internally within your organization.

No title or ownership of Sendtale IP is transferred through use, and you may not reproduce, decompile, or distribute any part of the Service except as expressly permitted.

12. Warranties and Representations

Sendtale represents that it will perform the Service with reasonable skill, care, and diligence, consistent with industry standards.

Except as expressly stated, the Service is provided “**as-is**” without any warranties—express or implied—regarding uninterrupted function, merchantability, or fitness for a particular purpose.

13. Limitation of Liability

To the maximum extent permitted by law:

- Sendtale’s total aggregate liability for any claim arising from the Service shall not exceed the **greater of €100 or the total fees paid** by you in the previous 12 months.
 - Sendtale is not liable for indirect, incidental, or consequential damages, loss of profits, or loss of data.
 - Nothing in these Terms excludes liability for fraud, intentional misconduct, or death or personal injury caused by negligence.
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14. Indemnification

You agree to indemnify and hold harmless Sendtale, AXCAP AB, and their affiliates from any claims, damages, liabilities, costs, and expenses arising from:

- Your use of the Service in violation of these Terms;
 - Data or content you import, including intellectual property or privacy infringements;
 - Breaches of applicable laws.
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15. Audit and Compliance Cooperation

Enterprise customers may, with reasonable notice and frequency, conduct an **audit or compliance assurance review** limited to verifying Sendtale's adherence to contractual data protection and security obligations.

Audits must not disrupt operations and shall comply with confidentiality conditions.

16. Suspension and Termination

Sendtale may:

- Temporarily suspend access to protect system integrity; or
- Permanently terminate your account upon material breach, insolvency, or violation of law.

Upon termination, your license ceases immediately, and all data will be purged following the retention rules in Section 5.5.

17. Export Control and Sanctions Compliance

You agree not to use the Service in violation of **EU, U.S., or United Nations export control laws** or to access the Service from restricted territories or by sanctioned entities.

18. Amendments

We may modify these Terms for business, legal, or technical reasons. The updated version will be posted at <https://sendtale.com/legal/terms>; the effective date will reflect the revision. Notice will be provided for material changes, and continued use after the update constitutes acceptance.

19. Governing Law and Jurisdiction

These Terms are governed by the laws of **Sweden**, without regard to conflicts-of-laws principles.

Disputes that cannot be resolved amicably shall be subject to the **exclusive jurisdiction of the courts in Stockholm, Sweden**.

For EU consumers, mandatory local protections remain unaffected.

20. Severability

If any provision of these Terms is held invalid or unenforceable, the remaining provisions will continue in full force and effect.

21. Entire Agreement

These Terms, together with the Privacy Policy, any executed DPA, and (if applicable) Subscription Agreements, constitute the entire agreement between you and Sendtale, superseding prior written or oral understandings.

22. Contact

Sendtale / AXCAP AB

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106 31 Stockholm, Sweden

VAT No: SE559258481601

Website: <https://sendtale.com>

Legal & Privacy: legal@sendtale.com

Security: security@sendtale.com