Xero feed authority to disclose information – Terms of Use

Before submitting your request to enable the BP Plus feed(s), please ensure that you read and understand the below terms of use.

These terms are to be read in conjunction with the BP Plus privacy policy and data collection notices, both of which can be viewed **here**.

https://www.bp.com/en_au/australia/products-services/bpme/privacy-policy.html

Please note that the BP Plus – Xero integration is only available to customers who receive invoices for their BP Plus purchases from BP directly. If you are invoiced for your BP Plus purchases from any other organisation, your account may not be eligible for integration with Xero.

By clicking accept, you will activate a feed from your BP Plus account to Xero, enabling it to send transaction data and account details from your selected BP Plus account to the Xero platform. This data will be sent to Xero with every BP Plus billing cycle.

The BP Plus feed(s) are subject to the following terms of use:

- 1. By submitting your request to enable the BP Plus feed(s) (the Feed), you warrant and represent that you are an authorised representative of the owner(s) of the BP Plus account(s), and that you have the authority to agree to these terms of use on their behalf. You acknowledge and understand that the BP Plus transactional invoice data and account details (Data) can be viewed by the authorised users of the relevant Xero account-holder.
- 2. You give permission for BP to disclose your Data, as well as any personal information about you or third parties that the Data may contain, to Xero. Once sent, this information will be subject to the privacy policy and information security controls of Xero. Xero's privacy policy may be viewed here.

https://www.xero.com/content/dam/xero/pdf/legal/xero-privacy-notice-may-14-2018.pdf

- 3. You understand that the Feed, once activated, can be de-activated by any authorised user of your BP Plus account, regardless of whether they were involved in activating the Feed.
- 4. Xero may, in its sole discretion, de-activate the Feed without your consent. You accept that this is outside of BP's control.
- 5. BP reserves the right, at its sole discretion (acting reasonably), to cancel the Feeds at any time, or to vary, delete, or supplement these terms and conditions at any time upon reasonable notice to you.
- 6. Notwithstanding your activation of the Feed, BP Plus terms and conditions will continue to apply to your use of BP Plus (these terms and conditions can be viewed here). Where there is a conflict between these terms of use, and the BP Plus terms and conditions, these terms of use will prevail.

- 7. You accept that no historical data for your BP Plus account will be integrated with the Xero platform, and that the Feed(s) will only operate from the date of your acceptance onwards.
- 8. To the extent permitted by law, you agree not to hold BP liable in contract, tort (including negligence), or otherwise for any damage, loss including special or consequential loss, cost (including legal costs) incurred by you, or any person, caused from the act or omission by BP or Xero, of any information included in the Feed, except to the extent that such liability cannot by law be excluded (in which case that liability is limited to the fullest extent permitted by law). This does not affect your statutory rights, including under the *Australian Consumer Law*.
- 9. You agree to indemnify and hold harmless BP against all loss, damage, cost, expense, claim, proceeding, or liability of any kind, which BP may suffer or incur to any person as a result of BP acting on your instructions set out in these terms and conditions, except to the extent that the loss, damage, cost, expense, claim, proceeding or liability is caused or contributed to by a breach of these terms, or the negligence or wilful misconduct, of BP or its employees, agents or contractors.
- 10. No agency, partnership, joint venture or any other type of similar relationship exists between BP and Xero, and BP accepts no responsibility for the actions, omissions, fraud, or negligence of Xero or any other third party.
- 11. This agreement will remain in place until the Feed is de-activated.