Balaur Data Extractor · Balaur Data · Springwood, Queensland, Australia

TERMS OF SERVICE

Effective Date: 29 October 2026 · Last Updated: 5 November 2026

1. Agreement

These Terms of Service ("Terms") are a legally binding agreement between you ("you", "your") and Balaur Data, a business carried on by a sole trader, ABN 15 531 693 710, of Springwood, Queensland, Australia ("Balaur Data", "we", "us", "our"). They apply when you download, install, activate or use the Balaur Data Extractor software, being the Windows desktop application and the Android mobile application, together the "Software", or use the website at balaurdataextractor.com (the "Website").

If you do not agree to these Terms, do not download, install, activate or use the Software or Website. If you accept on behalf of an organisation, you confirm that you are authorised to bind it. Our Privacy Policy and Refund Policy form part of these Terms.

2. What the Software Does

Balaur Data Extractor captures data from photos, scans, PDFs, web pages, emails and speech and turns it into structured rows; cleans, analyses, charts and stores that data; prepares tax estimates and workpapers; and builds presentations and videos from it. Data can be saved in Balaur's own .balaur format, as Excel or CSV files, in a local database, and as files formatted for import into accounting software. The functions available depend on your plan and platform and may change as the Software is updated.

Internet connection required. The Software needs an internet connection to start, because your licence is confirmed online each time it starts; to count the pages you extract against your plan; to read text from documents with the online text-recognition service where the local engine is not used; and to turn Talk 'n Tally recordings into text. While the Software is open, it checks your licence again from time to time. If the connection is lost, the Software gives you 2 minutes to save or share your work and then locks until the connection returns. If a service the Software relies on is unavailable, sign-in, text reading or voice entry may stop until it returns.

Local-first data. Your extracted data, files, templates and learned layouts are stored on your own devices, not on our servers. What does leave your device, and when, is set out in our Privacy Policy.

3. Third-Party Services

Some functions use outside services. Online text reading and Talk 'n Tally voice are provided by us and included in your plan; the other services are reached with a key or account that you obtain yourself:

- Online text recognition: provided by us, with no key or account needed. Photos and scans that are read online are sent through our licence service to our text-recognition provider (described in our Privacy Policy), under our account. On the desktop, the built-in local engine is used first. Fair-use limits apply to protect the service, and pages read online count toward your plan's pages (section 4.2).
- Talk 'n Tally voice entry: provided by us, with no key or account needed. Recordings are sent through our licence service to our speech-transcription provider (described in our Privacy Policy), under our account. Each recording can be up to 60 seconds. Your plan includes an amount of voice each day, and voice beyond it uses pages once you agree (section 4.2). Typing works without voice.
- Ask Claude, optional (Anthropic): your own Claude API key from the Claude Console. A claude.ai or Claude Pro subscription does not include API access.

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- Bill Catcher (for example Google Takeout) and moving files to your phone (for example Google Drive): your own accounts with those providers.

For the services that use a key or account of your own, you are responsible for obtaining those keys and accounts, for complying with each provider's terms, and for any charges they make; those charges are billed by the provider to you and are not part of your Balaur Data subscription. Each provider's limits, availability, pricing and output are outside our control. Your plan's page allowance is separate from any limit a provider sets for its own service. You must not send any material to these services that you are not permitted to share with them.

4. Plans, Pages, Payment and Delivery

4.1 Plans. The Software is licensed by subscription. Each plan has a level that sets the number of pages included each month (for example Starter, Business, Pro and Pro Team) and covers Android, Windows or both, with the number of devices shown for that plan. Plans are available monthly or annually, at the prices shown on the Website. Subscriptions bought before page plans were introduced continue on their existing terms, with pages counted but not limited, until they move to a page plan, normally at renewal.

4.2 Pages. A page is one image or document page that the Software reads to extract data: for example a snip, a photo, each page of a PDF, or each page of a bill. Each page counts once against your plan, whichever reader handles it (the local engine, the online reader, or a PDF's own text). Building or testing a template, re-reading a zone of a page already counted and Ask Claude are not counted. Each Talk 'n Tally entry saved to your results uses 1 page for every 10 line items or part of 10 (1 to 10 items is 1 page, 11 to 20 is 2 pages), whether it was spoken or typed; before an entry that uses more than 1 page is saved, the Software shows how many pages it will use and asks you to confirm. Each plan includes an amount of Talk 'n Tally voice each day (counted in Coordinated Universal Time), shared by all devices on the subscription, as shown in the Software and on the Website. Voice beyond that amount uses 1 page for each minute or part of a minute of recording, whether or not the entry is saved, and only after you agree in the Software. All devices on a subscription share its pages. The monthly allowance starts again on each renewal date; unused allowance does not carry over. When no pages remain, the Software stops before reading a further page until pages are added or the allowance starts again. If a page cannot be counted at the moment it is read because the connection is interrupted, it is counted when the connection returns.

4.3 Page packs and extra pages. Page packs add pages to your subscription. They do not expire, are used after the monthly allowance, and can be used while your subscription is active. On Pro and Team plans, pages beyond the monthly allowance are charged at the per-page rate shown on the Website (currently $0.02 incl. GST) up to a monthly spending cap that you set in the Software (initially $200). These charges are added to your next invoice through Paddle. We email you when 80% of the allowance has been used and when extra pages begin. Extra pages are not available while a payment is overdue.

4.4 Payment. Purchases made through the Website are processed by Paddle, which acts as Merchant of Record and handles your payment details and tax invoices. Prices are in Australian dollars and include GST unless stated otherwise. Payment is due at the start of each billing period, and for extra pages with the invoice they are added to.

4.5 Delivery. After purchase you receive an order receipt from Paddle and an activation email from us containing your Subscription ID and a download link for the desktop installer or the Android app. The Android app is distributed directly, not through the Google Play Store, so installing it requires you to allow installation from that source on your phone; install it only from the link in your activation email. Setup steps are in our Onboarding Guide.

4.6 Free trial. You can try the Software free for 5 pages or 1 day, whichever comes first, without a card, and the trial also includes one Talk 'n Tally entry. Start the trial in the Software with your full name and your own email address (not an address with a "+" tag or a temporary email service) and confirm it from the link we email you. Trial pages are used once and do not refill. When the

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trial ends, the Software locks until a subscription is purchased. Each device and each email address may receive one free trial. We may decline or withdraw a trial at our discretion, including where we believe more than one trial has been sought.

4.7 Renewal and cancellation. Subscriptions renew automatically at the end of each billing period, monthly or annual, until cancelled. You may cancel at any time through Paddle. Cancellation stops the next renewal; access continues until the end of the period already paid. Refunds are governed by our Refund Policy and the Australian Consumer Law.

4.8 Price changes. We may change prices, including page allowances, pack prices and the per-page rate. We will give reasonable notice, normally by email, and the change applies from your next billing period after the notice. Annual subscriptions keep their price and allowance until their next renewal.

5. Licence and Devices

Subject to these Terms and payment, we grant you a limited, non-exclusive, non-transferable, revocable licence to install and use the Software on the number and type of devices in your plan, for your own personal or internal business purposes. Each device is activated with your Subscription ID and identified to our licence service as described in the Privacy Policy. You may sign out of a device, which keeps its place on your plan, or release a device to move your licence to another. Signing out or releasing a device does not change your subscription, its renewal date or the pages it has used. You must keep your Subscription ID confidential and tell us promptly of any unauthorised use.

You must not:

- copy, modify, translate, adapt or create derivative works of the Software;
- reverse engineer, decompile or disassemble it, except to the extent the law permits despite this restriction;
- share, sublicense, sell, rent, lend or transfer the Software, an installation file or your Subscription ID;
- use it on more devices than your plan allows, or circumvent licensing, page counting or security measures;
- remove or alter proprietary notices;
- use it to run a bureau or processing service for third parties without a separate written agreement with us;
- use it in a way that infringes our rights or anyone else's.

6. Intellectual Property

The Software, including its code, design, interfaces, documentation and templates, belongs to Balaur Data and is protected by copyright and other laws. Provisional patent applications have been filed with IP Australia for methods used in the Software. Balaur Data Extractor, Balaur Data and their logos are our trade marks.

You keep ownership of everything you process and create with the Software, including your documents, extracted data, tables, tax workpapers, presentations and recordings. We claim no ownership of your data.

7. Your Responsibilities

7.1 Lawful use. Use the Software only lawfully and in line with these Terms. Do not use it for fraud, deception or to infringe anyone's rights, or to process material you are not lawfully entitled to hold.

7.2 Your data. You are responsible for the content you process; for having the legal right and any consent needed to process personal information in it, as the data controller described in the Privacy Policy; for the documents you choose to have read online, what you choose to send to

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Anthropic and what you speak into Talk 'n Tally; for backing up and securing data on your devices; and for securing the network you use for transfers between your phone and computer.

7.3 Recordings and media. When you record your screen, voice or other people, or add music, video or images in Balaur Studio, you are responsible for complying with recording, surveillance and privacy laws and for holding the rights to the content you use or publish.

7.4 Checking results. Extraction, text recognition, voice transcription, automatic classification, learned layouts and Ask Claude can all produce errors. You must check results before relying on them, importing them into other software or sharing them.

8. Tax Mode, Accounting Exports and Advice

Tax mode prepares an estimate and supporting workpapers from the information you enter. It is not tax, financial or legal advice, it does not lodge any return, and it is not a substitute for a registered tax agent, BAS agent or accountant. Tax rules, rates and thresholds change and differ between countries and circumstances; you are responsible for checking every figure, and we recommend that a qualified professional review your return before you lodge it.

Files formatted for accounting software are provided to assist importing. Check them before and after import. Xero, MYOB, QuickBooks, Sage and other names are trade marks of their owners; Balaur Data is not affiliated with or endorsed by them.

9. Australian Consumer Law

The Software comes with guarantees under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) that cannot be excluded. Nothing in these Terms excludes, restricts or modifies any right or remedy you have under that law. Where the law allows us to limit our liability for failing to meet a guarantee, our liability is limited, at our option, to supplying the services again or paying the cost of having them supplied again, or for goods, to repairing or replacing them or paying the cost of doing so.

10. Disclaimer

To the extent permitted by law, and subject to section 9, the Software is provided "as is" and "as available". We do not warrant that it will be uninterrupted or error-free; that its outputs, including recognised text, transcriptions, classifications, AI-assisted results and tax estimates, will be accurate or complete; that it will meet your particular needs; or that third-party services it relies on will remain available, unchanged or free.

11. Limitation of Liability

To the extent permitted by law, and subject always to section 9, we are not liable for:

- indirect, incidental, special or consequential loss;
- loss of profit, revenue, business or opportunity;
- loss of or damage to data stored on your devices;
- errors in extracted, transcribed, classified or AI-assisted output, or in tax estimates;
- tax penalties, interest or reassessments arising from your returns;
- interruption caused by your internet connection or by third-party services;
- charges made by third-party providers to your accounts;
- any breach of privacy or other law arising from material you process or send to third-party services;
- damage to devices or networks arising from use of the Software.

Where our liability cannot be excluded, our total liability for all claims is limited to the subscription fees you paid us in the three months before the event giving rise to the claim.

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12. Indemnity

You indemnify Balaur Data against claims, losses and costs (including reasonable legal costs) arising from your breach of these Terms, your processing of documents or personal information in breach of law, your infringement of another person's rights, content you process, record or publish with the Software, or your negligence or wilful misconduct, except to the extent caused by us.

13. Suspension and Termination

You may cancel your subscription at any time as described in section 4.7. We may suspend or end your licence, with notice where reasonable, if you breach these Terms, do not pay, misuse a Subscription ID or trial, seek more than one free trial, or if the law requires it. When your licence ends you must stop using the Software. Your data remains on your devices and is yours. Sections 6, 7, 8, 10, 11, 12, 15 and 16 continue after these Terms end.

14. Updates and Changes

We may release updates that add, change or remove features. We are not obliged to keep any feature, except as the Australian Consumer Law requires. We may change these Terms; the current version is on the Website, and we will notify subscribers of material changes by email where practicable. Continued use after a change means you accept it.

15. Governing Law and Disputes

These Terms are governed by the laws of Queensland and the Commonwealth of Australia, and you submit to the non-exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia. Before starting proceedings, each party will try in good faith to resolve a dispute by negotiation; if it is not resolved within 30 days of written notice, either party may refer it to mediation through the Queensland Law Society or another agreed mediator.

16. General

These Terms, the Privacy Policy and the Refund Policy are the entire agreement between us about the Software and Website. If any part is unenforceable, it is limited to the minimum extent necessary and the rest continues in effect. A failure to enforce a right is not a waiver of it.

17. Contact

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These Terms were prepared with reference to the Competition and Consumer Act 2010 (Cth), the Privacy Act 1988 (Cth) and Queensland contract law. They do not constitute legal advice. Names of third-party products and services are trade marks of their respective owners.

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