

Auditproo Terms of Use

Last updated: 31 July 2025

Please read these Terms of Use ("Terms", "Terms of Use") carefully before using the **Auditproo** web mobile application (the "Service"), operated by **Auditproo Solutions** ("Auditproo", "we", "us", or "our").

By accessing or using the Service, you ("User", "you", or "your") agree to be bound by these Terms. These Terms apply to all visitors, users, firms, and authorized personnel who access or use the Service. If you disagree with any part of these Terms, you may not access or use the Service.

1. Overview of the Service

Auditproo is a cloud-based software-as-a-service (SaaS) platform designed for use by audit firms and professionals operating under the **International Standards on Auditing (ISAs)** issued by the **International Federation of Accountants (IFAC)**. The Service provides digital tools to assist firms in planning, performing, documenting, and reviewing audit engagements.

Auditproo does **not** perform audits, express audit opinions, or provide professional advice. The Service is a digital workspace to facilitate audit documentation and workflow in compliance with applicable auditing standards. Users remain fully responsible for the professional judgments, conclusions, and outputs of their audits.

2. Eligibility and User Accounts

To use the Service, you must be:

- A legally registered entity or a licensed audit firm, or
- An individual authorized by such a firm to access the Service.

Upon registration, you agree to:

- Provide accurate, complete, and up-to-date account information.
- Maintain the confidentiality of your login credentials.
- Accept responsibility for all activities that occur under your account.

We reserve the right to suspend or terminate accounts found to be providing false information or misusing the Service.

3. Subscription, Billing, and Payment

The Service may be offered on a **subscription basis** ("Subscription").

By subscribing, you agree to pay all applicable fees as described at the time of purchase.

- Fees are billed in advance and are non-refundable except as required by law or explicitly stated otherwise.
- Subscription plans automatically renew unless canceled before the renewal date.
- We reserve the right to adjust pricing, features, or billing frequency with at least **30 days' notice**.

4. Use of the Service

You agree to use the Service solely for lawful professional purposes consistent with:

- The **International Standards on Auditing (ISAs)**;
- The **IESBA Code of Ethics for Professional Accountants**; and
- Applicable **national laws and regulations** governing audit and assurance engagements.

You further agree **not to**:

- Upload or share any information that violates confidentiality, intellectual property, or data protection laws.
- Use the Service to engage in unethical, fraudulent, or misleading practices.
- Interfere with or disrupt the integrity, performance, or security of the Service.

5. Data Privacy and Confidentiality

Auditproo values the confidentiality of your client and firm data.

- All data uploaded is processed in accordance with our **Privacy Policy**, which forms an integral part of these Terms.
- You retain full ownership of all data and documents uploaded to the Service.
- Auditproo only accesses your data to provide technical support, system maintenance, or as required by law.

You are solely responsible for ensuring that any data shared or uploaded complies with your professional confidentiality obligations under the ISAs and relevant data protection regulations.

6. Intellectual Property

All content, trademarks, logos, source code, and materials within the Service—excluding User Content—are the property of **Auditpro Solutions** or its licensors.

You are granted a limited, non-transferable, non-exclusive license to use the Service for your firm's internal professional purposes only. You may not copy, distribute, modify, reverse-engineer, or create derivative works based on the Service without our prior written consent.

7. User Content

The Service allows you to upload, store, and manage data, text, graphics, and documents ("User Content"). You are solely responsible for:

- The accuracy, legality, and professional quality of your content;
- Ensuring your content does not violate any laws or confidentiality agreements; and
- Retaining backup copies of all uploaded content.

Auditpro assumes no responsibility for the professional conclusions, findings, or opinions reflected in User Content.

8. Termination and Suspension

We may terminate or suspend your access immediately, without prior notice, if:

- You breach these Terms;
- You engage in unethical or unlawful activity; or
- You fail to pay subscription fees.

Upon termination:

- Your right to use the Service ceases immediately;
- We may retain your data for a limited period (as per our data retention policy) before permanent deletion.

The provisions relating to intellectual property, confidentiality, disclaimers, indemnities, and limitations of liability shall survive termination.

9. Limitation of Liability

To the maximum extent permitted by law:

- Auditproo shall **not be liable** for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, goodwill, or business interruption.
- The Service is provided **“as is”** and **“as available”** without any warranties, express or implied.
- Auditproo does not guarantee that use of the Service ensures compliance with ISAs or other regulatory standards.
- Users remain fully responsible for the professional quality and outcomes of their engagements.

10. Indemnification

You agree to indemnify, defend, and hold harmless Auditproo, its officers, directors, employees, and affiliates against any claims, damages, losses, or expenses arising from:

- Your use or misuse of the Service;
- Your breach of these Terms; or
- Your violation of any laws or third-party rights.

11. Service Availability and Maintenance

Auditproo strives to maintain continuous system uptime. However, we may suspend access temporarily for maintenance, upgrades, or unforeseen issues. Reasonable efforts will be made to notify users in advance of scheduled downtime.

12. Links to Third-Party Websites

The Service may include links to third-party websites or services not owned or controlled by Auditproo. We assume no responsibility for the content, privacy practices, or reliability of such external sites. You acknowledge that your use of third-party links is at your own risk.

13. Professional Use Disclaimer

Auditproo is a **professional support tool**, not a substitute for:

- Auditor judgment;
- Professional skepticism;
- Ethical responsibilities; or
- Compliance with the ISAs or IFAC's Code of Ethics.

Use of the Service **does not absolve users or firms** of their statutory and professional responsibilities under auditing standards, regulatory frameworks, or licensing requirements. Users are expected to apply their professional knowledge, skill, and due care when interpreting or using any functionality or content generated by the Service.

Auditproo disclaims any responsibility for audit opinions, conclusions, or professional judgments arising from use of the platform.

14. Data Protection Addendum

To comply with applicable data protection laws, including the **EU General Data Protection Regulation (GDPR)** and relevant **local privacy laws**, Auditproo acts as a **data processor**, while the audit firm (User) acts as the **data controller**.

a. Data Processing

Auditproo processes personal and client data solely for the purpose of providing the Service and in accordance with the User's documented instructions.

b. Data Security

Auditproo implements appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including:

- Encryption of stored and transmitted data;
- Regular vulnerability assessments;

- Secure user authentication and access controls.

c. Data Retention and Deletion

Auditpro retains user data only for as long as necessary to provide the Service or as required by law. Upon account termination or written request, data will be permanently deleted in accordance with our retention policy.

d. Sub-processors

Auditpro may engage third-party sub-processors (e.g., cloud hosting providers) to facilitate service delivery. Such sub-processors are bound by equivalent confidentiality and data protection obligations.

e. Data Breach Notification

In the event of a confirmed data breach affecting user data, Auditpro will promptly notify the affected users and provide relevant information regarding the breach and mitigation measures.

15. Changes to These Terms

We may modify or replace these Terms at any time. If changes are material, we will provide at least **30 days' notice** prior to their effective date. Continued use of the Service after the effective date constitutes acceptance of the updated Terms.

16. Governing Law and Jurisdiction

AuditPro is distributed exclusively by its sole appointed agent, IOT Kenya Limited, which serves as the official contact and support representative for all inquiries, service requests, and commercial engagements related to AuditPro.

These Terms shall be governed by and construed in accordance with the laws of the Republic of Kenya, without regard to conflict of law provisions.

Any dispute arising from or relating to these Terms shall be referred to arbitration in Nairobi, Kenya, in accordance with the Arbitration Act, 1995 (Laws of Kenya).

17. Contact Us

If you have questions regarding these Terms, please contact:

Auditproo Solutions

Email: **solution@Auditproo.com**

Website: <https://www.Auditproo.com>