

# TERMS OF SERVICE

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

Effective Date: April 2026 · Last Updated: April 2026

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## 1. Acceptance of Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("Subscriber", "User", "you", "your") and Balaur Data, Springwood, Queensland, Australia ("Balaur Data", "we", "us", "our"). By downloading, installing, activating, or using the Balaur Data Extractor software (including the Windows desktop application and the iOS and Android mobile application, collectively the "Software"), or by accessing the Balaur Data website at [balaurdataextractor.com](https://balaurdataextractor.com) (the "Website"), you agree to be bound by these Terms.

If you do not agree to these Terms, do not download, install, activate, or use the Software or Website. If you are agreeing on behalf of an organisation, you represent and warrant that you have authority to bind that organisation to these Terms.

## 2. Description of the Software

Balaur Data Extractor is an offline, local-processing document data extraction system that enables users to extract structured data from document images, screenshots, and files using optical character recognition (OCR) and template-based field extraction. The Software outputs extracted data to Microsoft Excel spreadsheets. The Software operates entirely on your own hardware and does not require a cloud service to function, except for the optional [OCR.space](#) fallback as described in our [Privacy Policy](#).

The Software includes a Windows desktop application, a mobile application for iOS and Android, and a Wi-Fi transfer ecosystem that enables photographs taken on a mobile device to be transmitted over a local network to the desktop application for processing.

## 3. Subscription and Payment

### 3.1 Subscription Plans

Access to the Software is provided on a monthly subscription basis. Subscription plans include Mobile Only, Desktop Only, Bundle (1 PC + 1 Mobile), and Business tiers as listed on the Website. All plans provide unlimited document processing — there are no per-document, per-page, or credit-based limitations.

### 3.2 Billing and Payment

Desktop and Bundle subscriptions are processed by Paddle, which acts as the Merchant of Record. Mobile subscriptions are processed through the Apple App Store or Google Play Store. Payment is due at the start of each billing period. All prices are in Australian Dollars (AUD) unless otherwise stated. Applicable taxes including GST are included in or added to the listed price as required.

### 3.3 Free Trial

Where a free trial is offered, you may use the Software for the specified trial period without charge. At the end of the trial, your subscription will automatically commence unless you cancel before the trial period expires. By providing payment details at the start of a trial, you authorise us to charge your payment

method upon trial expiry.

### 3.4 Renewals and Cancellation

Subscriptions renew automatically at the end of each billing period unless cancelled before the renewal date. You may cancel at any time through your Paddle account (desktop) or through your App Store / Play Store subscription settings (mobile). Cancellation takes effect at the end of the current billing period — no refund is provided for any unused portion of a billing period, except as required by Australian Consumer Law.

### 3.5 Price Changes

We reserve the right to change subscription prices at any time. We will provide reasonable notice of price changes, typically via email. Price changes apply to all subscribers from the start of the next billing period following the change. There is no grandfathering of legacy pricing.

### 3.6 Business Subscriptions

Business tier subscriptions are licensed by number of paired PC and mobile seats as specified in your chosen plan. Adding seats beyond the plan limit requires an upgrade. Enterprise subscriptions are invoiced directly and governed by a separate agreement.

## 4. Licence Grant

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Subject to your compliance with these Terms and payment of applicable subscription fees, Balaur Data grants you a limited, non-exclusive, non-transferable, revocable licence to install and use the Software on the number of devices specified in your subscription plan, solely for your internal business or personal document data extraction purposes.

This licence does not permit you to:

- Copy, reproduce, modify, translate, adapt, or create derivative works of the Software.
- Reverse engineer, decompile, disassemble, or attempt to extract the source code of the Software.
- Sublicense, sell, resell, transfer, assign, or otherwise commercially exploit the Software or your access to it.
- Use the Software on more devices than permitted by your subscription plan.
- Remove or alter any proprietary notices, labels, or marks on the Software.
- Use the Software to provide a bureau, processing, or managed service to third parties without entering into a separate enterprise agreement with Balaur Data.
- Use the Software in any manner that infringes the intellectual property rights of Balaur Data or any third party.

## 5. Intellectual Property

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The Software, including all source code, object code, algorithms, user interfaces, documentation, templates, logos, and associated materials, is the exclusive intellectual property of Balaur Data and is protected by Australian and international copyright law, patent law, and trade secret law.

Balaur Data has filed a provisional patent application covering core features of the Software including zone-based template extraction, word chip tri-state classification, format validation, ghost template overlay camera alignment, dual-photo receipt mode, Wi-Fi phone-to-PC transfer, and browser-based file upload. Unauthorised reproduction or commercial exploitation of these patented or patent-pending methods is prohibited.

You retain ownership of all documents you process and all data you extract using the Software. Balaur Data does not claim any ownership over your data.

## 6. Your Responsibilities and Permitted Use

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### 6.1 Lawful Use

You agree to use the Software only for lawful purposes and in accordance with these Terms, all applicable Australian laws, and all applicable laws of the jurisdiction in which you operate. You must not use the Software to process documents in a manner that is fraudulent, deceptive, defamatory, or that infringes the rights of any third party.

### 6.2 Data Responsibility

Because the Software processes all documents locally on your device, you are solely responsible for:

- The content of all documents you choose to process using the Software.
- Ensuring you have legal authority to process any personal information contained in documents you scan, including complying with the Privacy Act 1988 (Cth) and applicable state privacy legislation.
- The security, backup, and management of all data produced or stored by the Software on your local devices.
- Any use you make of extracted data, including sharing it with third parties or using it to make business decisions.
- Ensuring your local network is adequately secured when using the Wi-Fi transfer feature.

### 6.3 Account Security

You are responsible for maintaining the confidentiality of your licence key and subscription credentials. You must not share your licence key with unauthorised persons. You agree to notify us immediately if you become aware of any unauthorised use of your licence key.

### 6.4 Prohibited Uses

You must not use the Software to:

- Process classified, top-secret, or legally privileged documents in a manner that would breach confidentiality obligations.
- Commit fraud, identity theft, or any other criminal offence.
- Process documents for which you do not have lawful possession or authority.
- Circumvent any licensing, security, or access control measures in the Software.
- Conduct automated attacks, scraping operations, or mass document processing for third parties without authorisation.

## 7. Australian Consumer Law

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Our Software comes with consumer guarantees under the *Competition and Consumer Act 2010* (Cth) Schedule 2 (Australian Consumer Law, "ACL") that cannot be excluded. Nothing in these Terms excludes, restricts, or modifies any right or remedy you may have under the ACL.

To the extent permitted by law, where the ACL permits us to limit our liability, our liability to you for a failure to comply with a consumer guarantee is limited (at our option) to:

- In the case of goods: replacement, repair, or the cost of replacement or repair.
- In the case of services: re-supply of the services or payment of the cost of re-supply.

## 8. Disclaimer of Warranties

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To the maximum extent permitted by law (and subject to the Australian Consumer Law), the Software is provided "as is" and "as available" without warranties of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy of OCR output, or non-infringement.

Balaur Data does not warrant that:

- The Software will be uninterrupted, error-free, or completely secure.
- OCR extraction results will be accurate, complete, or free of errors — OCR technology has inherent limitations, particularly on low-quality, handwritten, or unusual document formats.
- The Software will meet your specific requirements or be suitable for your intended purpose.
- Any defects in the Software will be corrected.

*You are solely responsible for verifying the accuracy of data extracted by the Software before using it for any business, financial, legal, or other purpose.*

## 9. Limitation of Liability

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To the maximum extent permitted by law (and subject always to the Australian Consumer Law), Balaur Data, its directors, employees, contractors, and agents shall not be liable for:

- Any indirect, incidental, special, consequential, or punitive damages arising from your use of or inability to use the Software.
- Any loss of data, documents, or extracted information stored locally on your device.
- Any errors, inaccuracies, or omissions in OCR output or extracted data.
- Any business loss, loss of profit, loss of revenue, or economic loss arising from reliance on Software output.
- Any loss arising from your failure to maintain adequate backups of locally stored data.
- Any breach of privacy law arising from your processing of personal information belonging to third parties.
- Any damage to your computer systems, mobile devices, or local networks arising from use of the Software.

Where liability cannot be excluded, our total aggregate liability to you for all claims arising under or in connection with these Terms shall not exceed the total subscription fees paid by you in the three (3) months immediately preceding the event giving rise to the claim.

## 10. Indemnification

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You agree to indemnify, defend, and hold harmless Balaur Data and its directors, employees, contractors, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from:

- Your use of the Software in violation of these Terms.
- Your processing of documents or personal information in breach of Australian privacy law or any other applicable law.
- Your breach of any third party's intellectual property, privacy, or other rights.
- Any content you process through the Software.
- Your negligence or wilful misconduct.

## 11. Termination

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### 11.1 Termination by You

You may terminate your subscription at any time by cancelling through your Paddle account or App Store / Play Store subscription management. Your access to the Software will continue until the end of the current billing period.

## 11.2 Termination by Us

We may suspend or terminate your subscription and licence immediately, without notice, if:

- You breach any provision of these Terms.
- You fail to pay subscription fees when due.
- We reasonably suspect fraudulent use of your licence key.
- We are required to do so by law or court order.

## 11.3 Effect of Termination

Upon termination, your licence to use the Software ceases immediately. All locally stored data produced by the Software remains on your device and is your responsibility. Clauses 5, 6, 9, 10, 12, and 13 survive termination.

## 12. Updates and Changes to the Software

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Balaur Data may release updates, patches, or new versions of the Software from time to time. Updates may change or remove features. We are not obligated to maintain any particular feature in perpetuity, except where required by the Australian Consumer Law. Continued use of the Software after an update constitutes acceptance of any changes.

We also reserve the right to modify these Terms at any time. Updated Terms will be posted on the Website. Material changes will be notified to subscribers via email where practicable. Continued use of the Software after the effective date of a change constitutes your acceptance of the updated Terms.

## 13. Governing Law and Dispute Resolution

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These Terms are governed by the laws of Queensland, Australia, and the applicable federal laws of Australia. You submit to the non-exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia for the resolution of any disputes arising under these Terms.

Before commencing legal proceedings, the parties agree to attempt to resolve any dispute in good faith through direct negotiation. If a dispute cannot be resolved within 30 days of written notice, either party may escalate the matter to formal mediation before the Queensland Law Society or another mutually agreed mediator.

## 14. Third-Party Services

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The Software integrates with or optionally connects to third-party services including Paddle, Apple App Store, Google Play Store, OCR.space, and Web3Forms. Your use of these third-party services is subject to their own terms of service and privacy policies. Balaur Data is not responsible for the acts or omissions of any third-party service provider.

## 15. Entire Agreement and Severability

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These Terms, together with our Privacy Policy (incorporated herein by reference), constitute the entire agreement between you and Balaur Data with respect to the Software and supersede all prior agreements, representations, and understandings.

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

## 16. Contact Us

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For any questions about these Terms, please contact:

**Balaur Data**

Springwood, Queensland, Australia

Email: [balaurdataextractor@gmail.com](mailto:balaurdataextractor@gmail.com)

Website: [balaurdataextractor.com](http://balaurdataextractor.com)

*These Terms of Service were prepared with reference to the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law), the Privacy Act 1988 (Cth), and applicable Queensland contract law. This document does not constitute legal advice. Balaur Data recommends you seek independent legal advice if you have specific compliance requirements.*