

# Financier Software Pty Ltd - Castaway User Agreement

## 1 Rights Granted Under This Licence

This agreement grants you use of the Castaway Software, payment for which is to be made annually. The Total Annual Amount includes:

- Software installed on your PC regardless of transaction volumes, size of data files or number of companies. Note: extra payment is required for additional users or if the Software is used in a commercial data processing bureau.
- Software maintenance & information services.
- Castaway user Helpline service (clause 6).

This Agreement includes Software maintenance & information services. Updated Software versions will be released as appropriate.

You must provide an email address to ensure that you receive notice of updates, pre-release information & support newsletters

Specifically excluded from any rights granted under this licence:

The Total Amount excludes installation, data conversion, on site help & training & such like, which are matters between you & your Supporting Castaway Consultant.

Extra users, functions, products or services may be added at any time to the Software by adding the appropriate amount to the Total Annual Amount.

## 2 Term

You may terminate this Agreement, by giving Financier Software P/L written notice, 60 days, prior to the annual renewal date. Your licence will terminate if the annual renewal payment is not made. On termination the Software must be uninstalled.

## 3 Obligations

Software title, Intellectual Property & copyright remain with Financier Software P/L. You must protect that ownership of the Software & not attempt to sell, hire, copy (except for back up), transfer or deal with it in any other way.

Neither may you reverse engineer, decompile or disassemble the software product, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

The above obligations survive the term of this Agreement and the termination of your usage of the Software.

## 4 Warranties

You must rely on your own judgment as to the suitability of the Software & computer systems that it is installed on. You must rely on your own professional accounting & financial advice services. No warranties are given other than those implied by law.

IN NO EVENT WILL FINANCIER SOFTWARE PTY LTD BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING LOSS OF PROFIT OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF YOUR USE OR FAILURE OF OR FAULT IN THE SOFTWARE PRODUCT.

## 5 Payments

Your Total Annual Amount tax invoice will be delivered to the email address or fax number stated in this Agreement. Payments are annually in advance, by direct debit from your bank account or credit card. Once paid the amounts are not refundable for any reason.

You agree to Financier Software P/L paying commissions or fees to any party who introduces you to or supports the Software.

Financier Software P/L has the right to review and increase the Total Annual Amount. You will be advised of such increase by invoice.

## 6 Castaway Helpline

This Agreement provides access for named users to email & telephone help in using the Software. The cost for this service is included in the Annual Amount.

The Helpline operates 7am – 4pm (WST) Mon-Fri (excluding public holidays)

Help is not offered to those, who in the opinion of Financier Software P/L, are untrained operators and suitable training will be recommended.

## 7 Notices / Law

You agree to advise us, in writing, if you change your location, email, fax, postal address, payment details or if there is any information that we should know about your ability to comply with this Agreement. Financier Software P/L can give notice by delivering it to your last known Software location, email, fax or postal address.

The laws of WA, Australia govern this Agreement.

# Financier Software Pty Ltd - Castaway Agreement Form – User Details

Trading / Business name: .....

Postal address: .....

Street / Physical address: .....

..... ABN: .....

Contact name: ..... Title: .....

Telephone: ..... Fax: .....

Supporting Castaway Consultant: .....

Email address for Castaway invoices: .....

Email address for regular Castaway correspondence: .....

Castaway licences ordered as covered by the User Agreement are:

Qty	Licence Type	Annual Price (inc GST)	Total
	Standard	\$	\$
	Consolidation	\$	\$
	Named Users	\$	\$
<b>TOTAL ANNUAL AMOUNT</b> (includes software maintenance, upgrades & support)			\$

Please see the next page to indicate your payment details.

By signing below we acknowledge we have read the Castaway User Agreement:

Authorised User signature ..... Date ...../...../.....

Name and title (if different to details above) .....

## OFFICE USE ONLY

Company Account: ..... Start date .....

Castaway Consultant name ..... End date .....

Signature authorised officer ..... Cross Grade?

Invoice #                      Registration Code requested       Registration Code received

