

## **Allied Financial Software Knowledgebase**

### **Act4Advisors and Scan&Organize Terms and Conditions**

These Terms and Conditions, as amended from time to time, govern the use of the Plan by the individual(s) designated as the Customer contact(s) on the plan order (the "Customer"). Except as discussed below, the Customer is the only authorize user of the Plan. Definition

The Plan means the Act4Advisors Annual Support Plan.

The Customer means the licensee and one other designated employee.

#### **General Policies**

Allied Financial Software reserves the right to limit each telephone call to one hour and to limit each contact (telephone or electronic) to one incident per day, as defined as a single support issue or question. Allied Financial Software may also limit or terminate support service in the event that the Customer uses the service in an irregular, excessive, abusive or fraudulent manner or in violation of these Terms and Conditions.

Support services will be provided to the Customer only. The resale of the Plan or any of the Plan benefits is strictly prohibited. The Customer may not transfer the Plan to another individual or business without the consent of Allied Financial Software, Inc.

#### **Service Availability**

The term of the Plan shall commence on the Plan order date and shall terminate one year thereafter unless expressly stated otherwise by Allied Financial Software. Support service availability may occasionally deviate from stated hours due to downtime for systems and server maintenance, observed U.S. holidays or other business reasons.

#### **Support Topic Limitations**

Support service is limited to the following Act4Advisors product areas:

Installation of Act4Advisors Basic usability and Basic functionality of ACT! and Act4Advisors The Plan support does not cover inquiries on business practices, nor does it include application consulting or training. Synchronization of databases or PDAs is not covered. The Plan does not provide support for data conversion. Allied Financial Software does not provide support at Customer's site or any other location under this contract. Allied Financial Software will not provide training, designing, data conversions or consulting services under the Plan. These services can be contracted separately.

#### **Supported Products**

Plan support is available for Act4Advisors and ACT! 6.0, 9.0, 10.0, and 11.0. Availability for ACT! products is subject to change by Allied Financial Software at any time without notice.

Support will only be provided for (i) products distributed by Allied Financial Software as of the effective date of the Plan and (ii) at Allied Financial Software's discretion, one prior version for each such product.

Allied Financial Software shall not be required to provide any Support relating to problems arising out of the Customer's use of the software in a manner for which it was not designed, or Customer's negligence, misuse or modification of the software.

#### **Limitation of Liability and Damages**

Allied Financial Software's sole liability, and Customer's sole remedy, for any loss suffered by Customer arising under the Plan will be a refund of the Plan fee paid by Customer for the 12-month period during which

the loss is suffered. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL ALLIED FINANCIAL SOFTWARE BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, INFORMATION OR PROFITS, EVEN IF ALLIED FINANCIAL SOFTWARE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

#### Disclaimer of Warranties

ACT! SUPPORT SERVICES ARE PROVIDED "AS IS." ALLIED FINANCIAL SOFTWARE HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, REGARDING THE SERVICES OR ANY RELATED MATERIALS, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, QUALITY, MERCHANTABILITY, ACCURACY, AND NON-INFRINGEMENT.

#### Governing Law

The Plan will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any principles of conflicts of laws. Customer agrees that any action arising out of or relating to the service provided by Allied Financial Software will be filed and maintained only in the state or federal courts located in Fulton County, GA and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

#### Customer Contact Information

Allied Financial Software reserves the right to contact Customer by mail, phone, fax, or e-mail to deliver newsletters, surveys, and other information pertaining to your product or the Plan. We also reserve the right to make your name and address list available to our business partners. For more information regarding how Allied Financial Software uses Customer Contact Information, please see our Privacy Statement at [www.software4advisors.com](http://www.software4advisors.com).

#### Refund Policy

The Customer may obtain a full refund for the current membership period if the Customer has not used the Plan support services during the first 30 days after purchase. The full Plan fee will be refunded if the customer has made no use of the Plan support services during the initial 30-day period. If the customer has used the Plan support services during the 30-day period, no refund is available.

#### Disclaimer

Every effort has been made to ensure the accuracy of this information. Allied Financial Software reserves the right to limit any single support call, change the Plan terms and conditions of support, and change support pricing and support service availability without notice.

#### Entire Agreement/ Severability

This is the entire agreement between Allied Financial Software and Customer relating to the Plan. These Terms and Conditions may not be modified except in a writing signed by both the Customer and an authorized representative of Allied Financial Software. If any provision of these terms and conditions is deemed unlawful, void or unenforceable for any reason, then that provision will be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of any remaining provisions.

<http://kb.actforadvisors.com/questions.php?questionid=159>