



Monthly Credit Card Charge Authority Terms and Conditions

- 1.1 By signing a Credit Card Charge Authority you have authorised MYOB Australia Pty Ltd to deduct monthly instalments for your subscription for MYOB RetailManager.
- 1.2 MYOB Australia Pty Ltd will arrange for funds to be debited from your nominated credit card as authorised by you, on the first working day of each month.
- 1.3 The first payment will be pro-rated according to the start date of your subscription for the appropriate number of days remaining in the current month.
- 1.4 Your subscription is a monthly agreement. It is your responsibility to advise MYOB Australia Pty Ltd if you do not wish to continue your subscription. All cancellations must be made in writing 30 days prior to your requested cancellation date.
- 1.5 Upon cancellation of your subscription your licence to use the software will be revoked and you agree to return the software and delete all copies from your systems. Your data files will be deregistered.
- 1.6 Unless notification to cancel your subscription is received from you, your subscription will automatically continue on a monthly basis with debit payments charged to your nominated credit card to cover each further monthly subscription period.
- 1.7 It is your responsibility to ensure that you have sufficient credit available on your credit card to cover your debit payment each month and that your card details are current and correct.
- 1.8 Should a credit card payment default, MYOB Australia Pty Ltd will notify you in writing immediately and allow five (5) working days for you to respond.
- 1.9 Should a response not be received within the 5 working days allowed, MYOB Australia Pty Ltd may list your payment default with Baycorp Advantage (CRAA). Defaults are listed for a period of five (5) years and may have an adverse effect on your credit rating.
- 1.10 You may incur fees or charges imposed by MYOB Australia Pty Ltd, to cover administration fees for the collection of any outstanding debt under this agreement.
- 1.11 The right to use the software relies on you continuing to pay the monthly subscription fee. If you fail to pay all applicable licence fees and this is not rectified in line with MYOB's payment processes MYOB Australia Pty Ltd will cancel your software licence and you will be required to return all copies of the software and delete all copies from your systems.
- 1.12 If you believe that there has been an error in debiting your credit card you should notify us immediately on 03 9222 9782 so that we can resolve your query promptly.
- 1.13 If MYOB Australia Pty Ltd concludes, as a result of our investigations, that your credit card has been incorrectly debited – MYOB Australia Pty Ltd will arrange a refund of the incorrect debit.
- 1.14 Confidentiality – all information provided to MYOB Australia Pty Ltd is completely confidential and protected by the MYOB privacy policy which can be viewed at <http://www.myob.com.au/privacy.html>
- 1.15 MYOB reserves the right to change pricing without notice.

Step 4 Your declaration

I have read, understood and agree to the above Monthly Credit Card Charge Authority and the other terms and conditions set out in this Subscription Agreement for a subscription to MYOB RetailManager.

Signature _____

Name _____

Date _____

Step 5 Forward all completed forms to MYOB



Mail

MYOB Australia Pty Ltd
Reply Paid 371
Blackburn VIC 3130



Fax

1300 557 646

Please note – MYOB RetailManager Subscription can only be registered by faxing or posting this agreement form to MYOB. Phone registrations are not accepted.



Application Form

MYOB RetailManager Subscription Monthly Subscription Agreement

You're just a few steps away from minding your own business with MYOB RetailManager.

Please take a few moments to read and complete the enclosed documentation. If you have any queries, call MYOB on 1300 555 115 or talk to your local RetailManager Professional at myob.com.au/possearch

Thank you for choosing MYOB.

MYOB RetailManager Subscription Monthly Subscription Agreement

The Licence Agreement for MYOB RetailManager is located in this document. Please read it carefully, as you should only install and register your MYOB RetailManager software if you agree to the terms and conditions of the licence.

If you agree to enter into this Subscription Agreement, then the following also applies in relation to your use of the MYOB RetailManager software:

- Your right to use the MYOB RetailManager software relies on you continuing to pay the applicable monthly subscription fee.
- Your subscription will automatically continue on a monthly basis until you advise us that you wish to cancel your subscription. The subscription is terminable by you at any time given one months notice. If you terminate the agreement the software must be returned to MYOB and removed from all systems. Your datafiles will be deregistered.

How to register

- Step 1** Complete your registration details on the next page
- Step 2** Select your licence/s
- Step 3** Complete the Monthly Credit Card Charge Authority Form on the back page
- Step 4** Read and sign the Terms and Conditions
- Step 5** Forward all completed forms to MYOB via mail or fax

Mail MYOB Australia Pty Ltd, Reply Paid 371, Blackburn VIC 3130

Fax 1300 557 646



MYOB RetailManager Subscription Monthly Subscription Agreement

MYOB RetailManager Licence Agreement

**IMPORTANT – SOFTWARE LICENCE AGREEMENT,
READ THIS AGREEMENT CAREFULLY.**

This Software Licence Agreement defines the terms of sale and use of the MYOB RetailManager software and related User Guide and explanatory materials (the Product) and is the Licence referred to on the packaging of the Product. HOWEVER, if the Licence Agreement contains anything of which you were not aware prior to purchasing the Product or do not agree to be bound by, DO NOT INSTALL THE SOFTWARE but return the Product to the reseller in its entirety and a full refund of the purchase price will be made. For the purpose of this agreement the Product shall include any modified versions and upgrades subsequently licenced to you. By installing and retaining the Product you are confirming that you have purchased the Product subject to this Licence and are bound by its provisions.

1 Scope of Licence

MYOB Australia Pty Ltd ('MYOB') as authorised publisher of the Product, hereby grants to you, the original purchaser, a paid-up, personal, non-exclusive and non-transferable Licence to use the Product subject to the terms and conditions of this Agreement.

- (a) **Single Computer Network** You may use the Product on only one computer network that you own or operate at a single physical location and only then in respect of data files created by you or by another licenced user. You may transfer the Product from one computer to another that you own or operate on this network provided that you do not use or permit the usage of the Product on more than the licenced number of computers or computer terminals at a time, nor permit the usage of the Product on more than one network at any one time, nor permit the Product to be used in respect of data files not created by you or by another licenced user. In the event of an upgrade or product exchange the Licence hereby granted is automatically transferred to the new version or product. All rights in respect of the original product shall lapse and no further use of same shall be permitted.
- (b) **Copies** You may not copy or duplicate the Product, except as necessary solely for archival purposes, Product error verification, or to replace defective storage media, provided you keep the original and the copies. You may not alter, decompile or disassemble the Product. You may not make copies of the related explanatory materials.
- (c) **Transfers** You may not sub-licence, lease, rent or lend the Product or otherwise transfer any of your rights under this Agreement. Subject to the prior written consent of MYOB and the agreement of the transferee to be bound by the terms of this Agreement, you may permanently transfer the Product (together with any backup copies you have made). However, you may not retain any copies of the Product.
- (d) **Term** The Licence granted in this Agreement is effective until terminated. You may terminate it at any time by destroying the Product, together with all copies, or by returning them to MYOB. If you fail to comply with any term or condition of this Agreement, this Licence will terminate and, upon any such termination, you agree to immediately destroy the Product, together with all copies, or to return them to MYOB.

Termination of this Licence shall be in addition to and not in lieu of any other remedies available to MYOB. Where you have entered into a Subscription Agreement with MYOB in respect of your use of the Product, the Licence granted in this Agreement will terminate if the Subscription Agreement terminates.

- (e) **Protection and Security** You agree to use your best endeavours and to take all reasonable steps to safeguard the Product to ensure that no unauthorised person has access to the Product and that there is no unauthorised copying or distribution of the Product.
- (f) **Software Use Right** Where you have entered into a Subscription Agreement with MYOB in respect of your use of the Product, your right to use the Product relies on you continuing to pay the monthly subscription fee.

2. Enhancement and Support

Where you have entered into a Subscription Agreement with MYOB in respect of your use of the Product, your payment of the monthly subscription fee entitles you to ongoing enhancement and support.

If you have purchased the Product, the initial purchase price includes a period of enhancement and support notified to you by MYOB. On the expiration of this period, further enhancement and support can be obtained at your expense.

3 Limited Warranty and Disclaimer

MYOB member companies warrant that the media on which the Product is provided are free from defects in materials and workmanship under normal use for a period of 90 days from the date of your original purchase. Except for the limited warranty described above, the Product is sold 'as is', and you are assuming the entire risk as to its quality and performance. It is your responsibility to verify the results obtained from the use of the Product.

If during the 90-day limited warranty period, you discover physical defects in the media on which the Product is supplied, MYOB will replace it at no charge to you, provided you return the item to be replaced with proof of purchase to MYOB. THIS IS YOUR SOLE REMEDY. IN NO EVENT WILL MYOB BE LIABLE TO ANY PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, EVEN IF MYOB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow the exclusion or limitation of implied warranties or of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state. In the event that any of the above limitations or exclusions are held to be unenforceable, MYOB's total liability shall not exceed the amount of the Licence fee you paid.

4 Entire Agreement

This Licence (and Subscription Agreement if applicable) constitutes the entire agreement between MYOB and you and any prior representations, statement or undertaking howsoever made are expressly cancelled. No amendment or modification to this Licence shall be valid unless it shall be in writing and signed by an authorised representative of MYOB.



MYOB RetailManager Subscription Monthly Subscription Agreement

Step 1 Your registration details

Contact name _____ Date of purchase _____

Serial number (if purchased from a RetailManager Professional – located on CD sleeve) _____

Business owner _____

Company name _____

Type of retail business _____ Number of employees _____

Street address (no PO boxes please) _____

_____ State _____ P'code _____

Postal address _____

_____ State _____ P'code _____

Phone _____ Fax _____

Email address (required for updates and important information on your software) _____

Name of RetailManager Professional (if applicable, the person who sold you this MYOB product) _____

Please indicate if you would also like the Registration Number forwarded to you by Fax Email

Step 2 Select your RetailManager licence/s

- MYOB RetailManager single workstation licence
- MYOB RetailManager up to 3 workstation licences
- MYOB RetailManager up to 4 workstation licences
- MYOB RetailManager up to 5 workstation licences
- More than 5, please advise quantity _____

Step 3 Monthly Credit Card Charge Authority

YES, I would like to purchase MYOB RetailManager – by a monthly subscription agreement – at an initial cost of \$695 and \$59 every month thereafter.

Your credit card details

I authorise MYOB Australia Pty Ltd, until further notice in writing, to debit the monthly instalment charge for my MYOB RetailManager Licence subscription from my nominated credit card as detailed below:

Card type Visa MasterCard

Credit card Expiry date

Cardholder's name _____

Signature _____ Date _____

Please send my Tax Invoice by Fax Email