

EZ BAS - End User License Agreement (EULA)

Definitions used in this document:

- “**COMPANY**” refers to *EZ Software* Pty. Ltd.
- “**PRODUCT**”, “**SOFTWARE**” refers to *EZ BAS*
- “**YOU**”, “**USER**” refers to you as the end user of the product.

The most important thing to remember about this software purchase is this: You aren't buying the **PRODUCT**; you're buying a license to use the **PRODUCT**. The **EZ BAS EULA** outlines the terms and agreements that pertain to how you use the license.

This license is a perpetual-use license; that is, the license doesn't define a date at which you can't use the **PRODUCT** anymore. As long as the product is paid in full and up to date with the **COMPANY**.

NOTICE TO USER: PLEASE READ THIS CONTRACT CAREFULLY. BY USING ALL OR ANY PORTION OF **EZ BAS** SOFTWARE YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING, IN PARTICULAR THE LIMITATIONS ON

- TRANSFERABILITY
- WARRANTY
- LIABILITY

YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE, DO NOT USE THIS **SOFTWARE**.

THIS **SOFTWARE** CAN BE ACQUIRED ON TANGIBLE MEDIA (e.g. CD) ONLY THROUGH THE **COMPANY** OR IT'S WEB SITE. IF YOU HAVE OBTAINED THIS **SOFTWARE** FROM ANY OTHER SOURCE, YOU ARE NOT AUTHORISED TO USE IT AND THE MEDIA IT WAS OBTAINED ON SHOULD BE DESTROYED.

IF THIS **SOFTWARE** WAS OBTAINED FROM ANY SOURCE OTHER THAN **EZ SOFTWARE PTY. LTD.** OR IT'S WEB SITE (www.ezsoftware.com.au), YOU ARE NOT AUTHORISED TO USE IT AND THE **COMPANY** WILL ASSUME NO RESPONSIBILITY OR LIABILITY FOR FAILURE OF THE ILLEGALLY OBTAINED PRODUCT TO PERFORM.

- You may install this **PRODUCT** only on one computer in your home or organization.
- You may not make or distribute copies of this **PRODUCT**, electronically or otherwise, for any purpose other than that for which it is intended and you may not make or distribute this **SOFTWARE** for use outside of your home or organization.

- You **may not** alter, merge, modify, adapt or translate the **SOFTWARE**, or decompile, reverse engineer, disassemble, or otherwise reduce the **SOFTWARE** to a human-perceivable form.
- You **may not** rent, lease, or sublicense the **SOFTWARE**.
- You **may not** transfer your rights under this EULA.
- You **may not** modify the **SOFTWARE** or create derivative works based upon the **SOFTWARE**.
- You **shall not** use the **SOFTWARE** to develop any application having the same primary function as the **SOFTWARE**.
- You **shall not** use this **SOFTWARE** for any purpose other than it's intended use.

In the event that you fail to comply with this EULA, the **COMPANY** may terminate the license and you must destroy all copies of the **SOFTWARE** (with all other rights of both parties and all other provisions of this EULA surviving any such termination).

The foregoing license gives you limited license to use the **PRODUCT**. The **COMPANY** and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the **SOFTWARE** (as an independent work and as an underlying work serving as a basis for any application you may develop), and all copies thereof. All rights not specifically granted in this EULA, including Federal and International Copyrights, are reserved by the **COMPANY** and its suppliers.

THE **COMPANY** PROVIDES NO REMEDIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, FOR ANY SAMPLE APPLICATION CODE, TRIAL VERSION OR OTHER OF THE **SOFTWARE**.

EXCEPT AS SET FORTH IN THE FOREGOING LIMITED WARRANTY WITH RESPECT TO **SOFTWARE** OTHER THAN ANY SAMPLE APPLICATION CODE, TRIAL VERSION AND NOT FOR RESALE VERSION, THE **COMPANY** DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE **COMPANY** DOES NOT WARRANT THAT THE **SOFTWARE** IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.

IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE **SOFTWARE**, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE OF DELIVERY BY THE **COMPANY**).

NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE **COMPANY**, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

Your exclusive remedy under the preceding is to remove the **SOFTWARE** from your computer(s) and notify the **COMPANY** with a description of the problem. Provided that any non-compliance with the above warranty is reported in writing to the **COMPANY** no more than thirty (30) days following delivery to you, the **COMPANY** will use reasonable commercial efforts to supply you with a replacement copy of the **SOFTWARE** that substantially conforms to the documentation. The **COMPANY** shall have no responsibility if the **SOFTWARE** has been altered in any way, if the **SOFTWARE** has been damaged by misuse, accident, abuse, modification or misapplication, or if the failure arises out of use of the **SOFTWARE** with other than a recommended hardware configuration, or third party drivers. Any such misuse, accident, abuse, modification or misapplication of the Software will void the warranty above. THIS REMEDY IS THE SOLE AND

EXCLUSIVE REMEDY AVAILABLE TO YOU FOR BREACH OF EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE **SOFTWARE** AND RELATED DOCUMENTATION.

NEITHER THE **COMPANY** NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF THE **COMPANY** OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

THE **COMPANY'S** TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE GREATER OF \$500 OR THE AMOUNT PAID BY YOU FOR THE **SOFTWARE** THAT CAUSED SUCH DAMAGE.

THE FOREGOING LIMITATIONS ON LIABILITY ARE INTENDED TO APPLY TO THE WARRANTIES AND DISCLAIMERS ABOVE AND ALL OTHER ASPECTS OF THIS EULA.

The limitations or exclusions of warranties and liability contained in this EULA do not affect or prejudice the statutory rights of a consumer, i.e., a person acquiring goods otherwise than in the course of a business.

The limitations or exclusions of warranties, remedies or liability contained in this EULA shall apply to you only to the extent such limitations or exclusions are permitted under the laws of the jurisdiction where you are located.

The **SOFTWARE** may contain third-party software which requires notices and/or additional terms and conditions. Such required third-party software notices and/or additional terms and conditions are located at <http://www.ezsoftware.com/thirdparty/> (if applicable) and are made a part of and incorporated by reference into this EULA. By accepting this EULA, you are also accepting the additional terms and conditions, if any, set forth therein.

This EULA shall be governed by the internal laws of the Australia, without giving effect to principles of conflict of laws. You hereby consent to the exclusive jurisdiction and venue of the courts sitting in state of Victoria or the federal courts of Australia to resolve any disputes arising under this EULA. In each case this EULA shall be construed and enforced without regard to the United Nations Convention on the International Sale of Goods.

This EULA contains the complete agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. You agree that any varying or additional terms contained in any purchase order or other written notification or document issued by you in relation to the Software licensed hereunder shall be of no effect. The failure or delay of the **COMPANY** to exercise any of its rights under this EULA or upon any breach of this EULA **shall not** be deemed a waiver of those rights or of the breach.

No **EZ Software Pty. Ltd.** dealer, agent or employee is authorized to make any amendment to this EULA.

If any provision of this EULA shall be held by a court of competent jurisdiction to be contrary to law that provision will be enforced to the maximum extent permissible and the remaining provisions of this EULA will remain in full force and effect.

All questions concerning this EULA shall be directed to: **EZ Software Pty. Ltd.**, P.O. Box 922, Mount Eliza, Victoria 3930 Australia.

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YOU'RE RESPONSIBILITIES USING THE PRODUCT

As the user of this **SOFTWARE**, it is **your responsibility** to ensure you understand the purpose of it's use. The purpose of this software is to give you an estimate of your Business Activity Statement (BAS) in Australian Dollars for Australian Tax Residents. The program relies on the accuracy of the data input into it. Please be very careful when inputting data and / or variables into the software.

The Software is intended to be a guide only and is to be used by registered tax agents (registered and practicing) in Australia in conjunction with their own knowledge and other relevant resources.

None of the comments or information in the Software is intended to be advice, whether legal or professional. You should not act solely on the basis of the information contained in the Software because many aspects of the material have been generalized and the relevant laws apply differently to people in different circumstances. Further, as tax laws change frequently, there may have been changes to the relevant law since the Software was prepared.

Rounding issues may occur in the software.

It is also **your responsibility** to ensure your data is free of any potential Trojans, worms, or viruses or other interfering or malicious software. We recommend the purchase and use of notable and respected antivirus software such as [Symantec Antivirus](#), [MacAfee](#), or [Sophos](#).

