

End User Licence Agreement

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Payment Terms, Disputes and Offsets.

Customer shall pay the total purchase as specified in the invoice.

Customer acknowledges that the reoccurring amount billed each period may vary for reasons that include differing amounts due to promotional offers, differing amounts due to changes in Customer's account, or changes in the amount of applicable sales tax. Customer authorizes Websoft9 to bill for such varying amounts. All reoccurring fees and charges are non-cancelable and nonrefundable and no credits will be given for partially used periods.

Customer shall pay all amounts payable to Websoft9 under this Agreement to Websoft9 in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

Taxes and Duties

Customer shall be responsible for all sales, use, withholding, value added, and any other taxes imposed by any federal, state, provincial or local governmental entity or any other governmental

entity on the purchase of Product, excluding taxes based on Websoft9's net income.

Customer is responsible for any import or export fees or duties associated with its use of the Product.

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Any claim must be made within the applicable warranty period. All warranties cover only defects arising under normal use and do not include malfunctions or failure resulting from misuse, abuse, neglect, alteration, problems with electrical power, acts of nature, unusual temperatures or humidity, improper installation, or damage determined by the company to have been caused by you. All limited warranties on the Software Product are granted only to you and are non-transferable.

You agree to indemnify and hold the company harmless from all claims, judgments, liabilities, expenses, or costs arising from your breach of this Agreement and/or acts or omissions.

Governing Law, Jurisdiction and Costs

This Agreement is governed by the laws of Colorado, without regard to Colorado's conflict or choice of law provisions.

Severability

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

How to contact us

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