

TERMS & CONDITIONS

These terms and conditions (this “Agreement”), as amended from time to time, govern the use of the ACT! Platinum Care plan (the “Plan”) by the individual designated as the Customer contact on the Plan order (“You”). Except as discussed below, You are the only authorized user of the Plan.

Eligibility

Customers can purchase ACT! Platinum Care at the same time as, or within 30 days of, purchase of a current version* of ACT!
*Current version is defined as either (a) the latest version of ACT! in production, or (b) any version of ACT! available for pre-order.

Term/Termination

The standard Plan term is twelve (12) months from the invoice date of ACT! Platinum Care (“Renewal Date”) You will be notified when your Renewal Date is approaching and then on or before your Renewal Date, or within 30 days after your Renewal Date, you have the option to renew your plan at the current listed renewal price. Even if you renew within 30 days after your Renewal Date, your Renewal Date will remain the same.

Should you decide to discontinue your plan, you will continue to receive access to any maintenance updates made available for your current version of ACT! Software but you will no longer be eligible for ACT! Platinum Care exclusive offers and will not receive any upgrades to the ACT! Software. You have 30 days from the date of purchase to cancel your subscription.

Product Maintenance

The Plan does not extend the warranty period for the ACT! Software nor does it expand upon or in any way alter the ACT! Software warranty provisions set forth in the Sage Software, Inc. End User License Agreement for the ACT! Software. All terms used herein and not otherwise defined shall have the meaning set forth in the License Agreement(s).

1. ACT! Software Updates. Periodically Sage Software may develop permanent fixes or solutions to known problems or bugs in the ACT! Software and incorporate them into a formal “Update” to the ACT! Software. These Updates will have designations in the form of v.1, v.2, v.3, etc., where v is the same version number for each update. Periodically Sage Software will make Updates and any related Documentation available to the Customer at no additional charge.
2. ACT! Software Upgrades. Periodically, Sage Software may release a major revision to the ACT! Software that enhances its functionality or capabilities (“Upgrade”). Upgrades typically have designations in the form of n.x, where n is a new version number, but may also be designated by the year of release. During the term of your plan and on the general release date for an Upgrade, Sage Software will make available to you at no additional charge, one Upgrade of the like ACT! Software you purchased, including any related Documentation, for each current license you hold. NOTE: Sage Software, in its sole discretion, controls whether and when to release Upgrades and makes no promise or representation that it currently has plans to release an Upgrade during the term of your Plan.

Limitation of Liability and Damages

Sage Software's sole liability, and your sole remedy, for any loss suffered by You arising under the Plan will be a refund of the Plan fee paid by You for the 12-month period during which the loss is suffered. IN NO EVENT SHALL SAGE SOFTWARE BE LIABLE FOR ANY SPECIAL INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICES AND INFORMATION PROVIDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Disclaimer of Warranties

SERVICES AND SAGE BUSINESS RESOURCE CONTENT PROVIDED UNDER THE PLAN ARE PROVIDED “AS IS.” SAGE 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

These terms 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. You agree that any action arising out of or relating to the service provided by Sage Software will be filed and maintained only in the state or federal courts located in Georgia, and You hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

Customer Contact Information

Sage Software reserves the right to contact You by mail, phone, fax, or e-mail to deliver newsletters, surveys, and information pertaining to the ACT! Software or the Plan. Sage Software also reserves the right to make your name and address list available to its business partners. For more information regarding how Sage Software uses your contact information, please see our Privacy Statement at www.act.com/privacy.

Disclaimer

Every effort has been made to ensure the accuracy of this information. Sage Software reserves the right to change the terms and conditions of support, and change support pricing and service availability without notice.

Entire Agreement/ Severability

This is the entire agreement between Sage Software and You relating to the Plan. This Agreement may not be modified except in a writing signed by both You and an authorized representative of Sage 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 this Agreement and will not affect the validity and enforceability of any remaining provisions.

Policy Changes

Sage reserves the right to change or update any or all of the terms this plan.