

Terms & Conditions

The Automated Tax Office Manager 2023-2024 License Agreement

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LICENSOR: AUTOMATED TAX OFFICE MANAGER, LLC 4600 West Saginaw Hwy, Lansing, MI 48917 (517) 940-8745

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Title. Title to the software is not transferred to User. Ownership of the Software is vested in Automated Tax Office Manager, subject to the rights of use granted to User in this Agreement. All data stored in the software is owned by the User. Automated Tax Office Manager shall not disclose data stored in the software to any third party or contact any of the User’s clients.

Refund Policy. We will refund 100% of the software’s purchase price if you are not completely satisfied within the first 60 DAYs of purchase. This refund policy is good for the first licensed year only.

Non-Payment Policy. A \$25 late fee will be assessed if your account is over 7 Days past due. After two months of non-payment your software will be suspended and a \$50 reconnect fee will be assessed to reinstate your software. If your account is three months past due, your software will be permanently cancelled and all your client data, including back-ups, will be deleted.

Cancellation Policy. In the event the User would like to cancel their license agreement,

they must fill out the cancellation form. All clients with Monthly Installation Payment contracts will continue to incur monthly fees and automatic withdrawals until said User notifies us of their intent to cancel by returning the signed cancellation form. If the User wishes, Automated Tax Office Manager can securely export the User's client data (uploads) for a \$100 fee.

Data Import Policy. Upon purchase, Automated Tax Office Manager will import the User's current year client data into their Software at no additional fee. If the User would like prior year data imported to their Software as well, there is a \$50 fee per year.

Client Data Security

All communications between your computers and our servers are secured with 256-bit Secure Sockets Layer (SSL) encryption. We use GlobalSign SSL Certificate for the most secure option for SSL with the highest authentication and the strongest encryption. We host our servers on a Private Cloud network at Liquid Web, a SSAE-16 Type audited secure data center located in Lansing, MI. All uploaded documents are stored redundantly with Amazon S3 across three availability zones. Automated Tax Office Manager will not give, sell or use your customer client data to any outside company for its use in marketing or solicitation. In addition, Automated Tax Office Manager will not market or solicit your company's clients.

Limited Warranty

The performance of the Software varies with various manufacturers' equipment with which it is used. Automated Tax Office Manager does not warrant the level of performance of the Software or that earlier versions superseded by new versions will continue to perform at the same level with the User's equipment. Automated Tax Office Manager does not warrant that the Software or the functions contained in the Software will meet User's requirements, operate without interruption or be error free.

Limitation of liability. In no event will Automated Tax Office Manager be liable for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other type of damages, arising out of this Agreement or the use of the Software licensed hereunder, even if Automated Tax Office Manager has been advised of the possibility of such damages. With the sole exception of such damages equal to the software fee received from the User.

General Provisions

Term and Termination. This Agreement and User's subscription to the Software may be terminated (i) by User by giving Automated Tax Office Manager written notice of termination, (ii) by Automated Tax Office Manager, at its option, if User commits a material breach of the agreement, or (iii) upon termination of the Automated Tax Office Manager User Agreement, if any. Upon any termination of this Agreement, (i) User must cease all use of the Software,

(ii) User must take such other actions as Automated Tax Office Manager may reasonably request to ensure that the User has stopped using the software and (iii) This Agreement together with any applicable Automated Tax Office Manager user Agreement embodies the entire understanding between the parties with respect to, and supersedes any prior understanding or agreement, oral or written, relating to the Software.

Governing law. This Agreement will be governed by and construed under the laws of the state of Michigan, U.S.A.

General Provisions. Neither this agreement nor any part or portion hereof may be assigned, sublicensed or otherwise Transferred by user. Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions will not be affected thereby. Failure of a party to enforce any provision of the Agreement does not constitute and should not be construed as a waiver of such provision or of the right to enforce such provision. Export Laws. The Software, the Software technology and its related documentation may not be exported or re-exported in violation of the U.S. Export Administration Act and its implementing regulations.

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