



## **ACCU-MAN TERMS & CONDITIONS**

### **DEFINITIONS**

1. ACCU-MAN is a trading name for SIMON MAN TRADING LIMITED [SMTL] incorporated in the United Kingdom, Registered Number 03432722. Throughout this document, references to Accu-Man also refer to SMTL.
2. An Accu-Man Customer is a body (whether incorporated, Partnership, Sole Trader or Individual) who has the right to use an Accu-Man Software package with a support contract by way of paying a fee to Accu-Man. The Accu-Man Customer may be a Bureau Service that is using the Accu-Man Software package in its Business on behalf of its Clients.
3. An Accu-Man Customer may designate other parties, such as an Accountant or Adviser, to use an Accu-Man Software package exclusively with the Accu-Man Customer's Data on a Read-Only basis to assist in providing services to the benefit of the Accu-Man Customer. For the purposes of this document, such other parties are considered to be the Accu-Man Customers whom they serve, and not Accu-Man Customers in their own right.
4. An Accu-Man non-Customer is a body that uses Accu-Man software packages without a support contract. Typically, the non-Customer no longer uses the Accu-Man Software packages for live data but requires access to past data.

### **ACCU-MAN WEBSITE**

5. By accessing the Accu-Man Website, you accept and agree to be bound by the terms and provision of this agreement. Any use of the Website will constitute acceptance of this agreement. If you do not agree to abide by the above, please do not use the Website.
6. The Accu-Man website and its components are offered for information purposes only. Accu-Man shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the site and shall not be responsible or liable for any errors or omissions in that information.
7. The Accu-Man website enables Software to be downloaded by the Accu-Man Customer as installable files, to be installed locally by the Accu-Man Customer. This Software is provided exclusively for the benefit of Accu-Man Customers.

## **ACCU-MAN SUPPORT CONTRACT**

8. Accu-Man provides a Support telephone line from 9am to 5pm on normal working days, backed up by email & web download. In some circumstances it may be appropriate to operate a remote link. Topics that are covered are:
  - How program facilities work & what they do.
  - Any problems relating to or caused by bugs.
  - How to correct problems caused by mistakes on entry.
  - How to make more complex or unusual entries.
  - How to set up the Trial Balance, Accountants adjustments, HP agreements etc
9. Topics & assistance that are not covered, but may be available as a separate and specific contract, are:
  - Making entries for you - Trial Balance set up, Accountant's adjustments, HP agreements
  - Training
  - Basic Windows manipulation
  - Program installation
  - Computer configuration
  - Move from Single User to Network
  - Recovering/reconciling Books corrupted through hardware failure

## **MONEY LAUNDERING REGULATIONS**

10. Accu-Man complies with Money Laundering Regulations. Assisting a Customer on the mechanics on how to use Accounting & Payroll software is exempt from MLR. The two roles of keeping books and advising on the books are subject to MLR. Accu-Man is not conducting MLR Due Diligence on its Customers and will not perform the latter roles except in agreed circumstances and under MLR due diligence.
11. This means Accu-Man may assist the Accu-Man Customer in making adjustments in preparation for audit etc, but Accu-Man is not permitted to advise on the actual figures, or on the regulations for VAT, tax and PAYE etc

## **WARRANTY DISCLAIMER**

12. Accu-Man Software is provided 'as is', and Accu-Man makes no warranty as to its use or performance. Accu-Man expressly disclaims all warranties, including any warranty of non-infringement of the Intellectual Property rights of any person, and the implied warranties of fitness for a particular purpose.
13. To the maximum permitted by law, in no event shall Accu-Man be liable for any special, incidental, punitive, indirect or consequential damages whatsoever, arising out of or in any way related to the use of Accu-Man Software.

## **ACCEPTANCE OF THESE TERMS & CONDITIONS**

14. Accu-Man Customers are deemed to have opted in to these Terms & Conditions, under General Data Protection Regulations, by paying the Accu-Man Support Fee or by using the Accu-Man Support services.