

IMPORTANT READ THIS FIRST

before installing or upgrading your software

Personal Range

Installation and Upgrade Guide

In this booklet you will find everything you need to know to get you up and running with Reckon Accounts 2018, whether you are a new or existing user. We strongly recommend that you read this booklet carefully and follow the steps outlined to ensure your installation process is as smooth as possible.

If you have anti-virus software installed on your PC, it is recommended that you disconnect your Internet connection and then disable your anti-virus software, as it may interfere with software installation.

If you are upgrading from an earlier versions of the software (i.e. Quicken®), pay special attention to the notes describing features that have been changed or added to Reckon Accounts since your last upgrade. You may need to perform additional steps in the upgrade process, depending on how old your current version is. The headings in each section provide a guide to finding the instructions relevant to you.

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System Requirements

To install and use Reckon Accounts 2018 you need:

- IBM® or compatible Pentium® II 300 (Pentium III 450 recommended) with 512 MB RAM
- Microsoft® Windows® 7/8/10* operating systems and .NET Framework
- Compatible with Microsoft® Office 2010/2013/2016 32bit & 64bit
- 185 MB of disk space for Reckon Accounts installation
- 800 x 600 resolution (SVGA 1024 x 768 with 16-bit colour recommended)
- Works with any printer supported by Windows® 7/8/10* operating systems
- 24 x DVD-ROM
- All online features/services (such as online investment tracking) require Internet access with at least 56 Kbps modem (high speed Internet access recommended)

**Windows 64 bit support for Window 7/8/10. Windows 7/8/10 require minimum 1GB RAM (32bit) or 2GB (64bit)*

Reckon recommends you install the latest service packs for Microsoft® Windows.

Existing users

Changes for 2018

Reckon Accounts includes many changes and new features in this release. An overview of changes and features you should note is provided below.

Tax line items and personal income threshold

In Reckon Accounts Personal Plus and Home & Business releases we include tax features which allow you to estimate your taxable income for a particular financial year.

Tax line items have been updated for the 2017/18 financial year to conform with the ATO Tax Pack released in July 2017. Income tracking, tax related expenses as well as Income Tax Summary report have been updated to reflect the changes.

Reckon Accounts has been updated with the personal income thresholds for the 2016/2017 and 2017/18 financial years. The personal income thresholds are used to estimate the taxes payable at the end of each financial year.

Stock Price Quotes Download

The **Download Quotes** functionality in the Investing Centre which provides stock price quotes for your security portfolio has been enhanced and moved to a new technology platform. Users who upgrade to Reckon Accounts Personal Plus or Home & Business 2018 will continue to receive the share price downloads.

PDF Printer

The Reckon PDF printer is no longer available. If you wish to print documents to PDF from Reckon Accounts Personal Plus and Home & Business 2018, you will first of all need to install your choice of PDF printer. This printer will then be available to be selected from the Printer drop down list.

Recent versions of Windows and User Access Control

When using Reckon Accounts 2018 on Windows 7, Windows 8, or Windows 10 it is recommended that you leave the default setting for User Access Control (UAC) during installation and use.

Reckon does not support Reckon Accounts in a non-UAC enabled Windows Vista, Windows 7, Windows 8 or Windows 10 configuration.

Upgrading a data file from Quicken 2004 or earlier versions

If you are upgrading from Quicken 2004 or earlier versions to Reckon Accounts 2018 and have passwords associated with your data files, you should remove passwords from your data files before upgrading.

Savings accounts created in Quicken 2004 or earlier versions do not include an **Account Location** field. However, in Reckon Accounts 2018 the **Account Location** field cannot be empty. Thus, after upgrading from Quicken 2004 or earlier versions to Reckon Accounts 2018, savings accounts will display "**Spending**" in the **Account Location** field.

The new **In / Out / What's left** feature allows users to immediately see where their money is going using various charts and tables. This feature displays information using the savings accounts that show **Spending** in the **Account Location** field.

If you are upgrading from Quicken 2004 or an earlier version to Reckon Accounts 2018 and have savings accounts set up, you should change the value in the **Account Location** field from **Spending** to **Saving**. This ensures the **In / Out / What's left** feature displays the correct information.

To change the value in the Account Location field:

1. Place the cursor over the account name in the **at-a-glance** bar.
2. Right-click on the account name and select **Edit**

Account.

The **Account details** window opens.

3. Change the **Account Location** field from **Spending** to **Saving**.

If you upgrade a data file that contains a linked account

The Reckon Accounts 2018 **Investment Activity Report** reports on all transactions from linked accounts. New transactions entered in the linked accounts in Reckon Accounts 2018 will continue to appear in the **Investment Activity Report**.

Upgrading from CashBook 2003 or CashBook 2004

The **Itemised Category Report** in Reckon Accounts 2018 does not include account balances forward by default.

To include account balances forward:

1. Open the **Itemised Category Report**.
2. Click **Customise**.
3. Click the **Advanced** tab.
4. Select **Include All** from the **Transfers** drop-down list.

If you have at any stage had 'return of capital' transactions entered in an investment account that has a linked bank account, the **Itemised Category Report** will not add the return of capital transactions to the total.

Opening your original data file after upgrading to Reckon Accounts 2018 from any earlier version of Quicken or CashBook

When you upgrade to Reckon Accounts 2018, a backup copy of your original data file is automatically placed in a folder called **OldFiles**, which is located in the same folder as the data file you are upgrading. Use this backup copy if you

need to view your original file in your previous version. You can choose **File** menu > **Restore** or **File** menu > **Open** to open the file.

Opening Reckon Accounts 2017 data files and prior

Quicken 2009, 2010, 2011, 2012 and Reckon Accounts 2013, 2015, 2016, 2017 data files will not go through the upgrade process and they should open without any changes. However it is strongly recommended that you do not attempt to open a Reckon Accounts 2018 file in Quicken 2009, 2010, 2011, 2012 and Reckon Accounts 2013, 2015, 2016 or 2017 as it could lead to data corruption due to new features not being available in the 2009, 2010, 2011, 2012, 2013, 2015, 2016 or 2017 release. You should manually create a backup prior to opening a 2009, 2010, 2011, 2012, 2013, 2015, 2016 or 2017 file in Reckon Accounts 2018.

Deleting Categories

In Reckon Accounts, categories are labels that track how much you're spending on particular types of items. If you try to delete an existing category, make sure that no transactions have been assigned to that category. This is to ensure that the reports you run display figures correctly as there will be no uncategorised income or expenses as a result of deleting a category which has previously been used.

Reckon Backup Installation

To use the Reckon Accounts 2018 online backup feature, you will need to install the Reckon Backup Desktop application.

Insert the Reckon Accounts 2018 DVD into the DVD-ROM drive and navigate to `d:\HAB\DISK1\Backup` folder (where d: is your DVD-ROM drive) and run the `setup.exe`.

Other installation problems

If you experience any other problems during installation, consider whether any of the following may be the source of your problems:

- Are you logged onto your PC as the Administrator?
- Have you shut down all applications?
- Is your anti-virus software blocking your installation of Reckon Accounts?

If none of the above appear to be causing your problem, try installing Reckon Accounts in Safe Mode. For instructions on restarting your PC in Safe Mode, refer to your Windows Help. After you have installed Reckon Accounts in Safe Mode, do not try to open it immediately. First, restart your PC in normal mode and make sure you are connected to the Internet. Open Reckon Accounts and enter your Installation Key Code to Activate. If you do not have an Internet connection, click **Cancel** to close any activation messages and call Reckon Customer Service to Activate over the telephone.

Still having problems? Check the Reckon Accounts online knowledge browser at <http://kb.reckon.com.au/> and search the database for "error message".

Determine your upgrade path

Find your current software version in the list below and check the upgrade path. If there is a tick in the row for your current version, then you can upgrade directly to Reckon Accounts 2018.

For example, if 'CashBook v8' appears in the row for your current version, then you must first upgrade your data file to CashBook 2004. Follow the upgrade instructions on the following pages carefully.

Your current version	Home & Business 2018	Personal Plus 2018
Home & Business 2017	✓	
Personal Plus 2017	✓	✓
Home & Business 2016	✓	
Personal Plus 2016	✓	✓
Home & Business 2015	✓	
Personal Plus 2015	✓	✓
Home & Business 2013	✓	
Personal Plus 2013	✓	✓
Personal 2013	✓	✓
Home & Business 2012	✓	
Personal Plus 2012	✓	✓
Personal 2012	✓	✓
Home & Business 2011	✓	
Personal Plus 2011	✓	✓
Personal 2011	✓	✓
Home & Business 2010	✓	
Personal Plus 2010	✓	✓
Personal 2010	✓	✓
Home & Business 2009	✓	
Personal Plus 2009	✓	✓
Personal 2009	✓	✓
Home & Business 2008	✓	
Personal Plus 2008	✓	✓
Personal 2008	✓	✓
Home & Business 2007	✓	
Personal Plus 2007	✓	✓
Personal 2007	✓	✓
Home & Business 2005/2006	✓	
Personal Plus 2006	✓	✓
Personal 2006	✓	✓
Personal Plus 2005	✓	✓
Personal 2005	✓	✓

Your current version	Home & Business 2018	Personal Plus 2018
CashBook 2004 ⁺ @	✓	
Personal Plus 2004@	✓	✓
Personal 2004@	✓	✓
CashBook 2003 ⁺ @	✓	
Personal Plus SE 2002@	✓	✓
Personal 2002@	✓	✓
CashBook v8 ⁺ @	CashBook 2004*	
Personal Plus v8@	CashBook 2004*	Personal Plus 2004*
Personal v8@	CashBook 2004*	Personal Plus 2004*

+Some CashBook features do not exist in Home & Business 2018.

*CashBook 2004 and Personal Plus 2004 Trials are provided on your Reckon Accounts 2018 DVD. Refer to the information below for trial locations on the Reckon Accounts DVD.

@If you are upgrading a file to Reckon Accounts 2018 directly from Quicken 2004 (or earlier) and receive the following data conversion error:

Unable to load DLL: C:\Program Files\Quicken\convert03\qd3.dll

Required dlls for converting your data file is missing

Then you will need to upgrade your file through an intermediate version of Quicken (either Home & Business 2005/06 or Personal Plus 2006 or Personal 2006).

Note:

- If you are upgrading from CashBook V8, CashBook 2003 or CashBook 2004 then you will need to upgrade to the Home & Business 2005/06 trial before upgrading to Home & Business 2018
- If you upgrading from Personal Plus V8, Personal Plus

2002 or Personal Plus 2004 then you need to upgrade to the Personal Plus 2006 trial before upgrading to Personal Plus 2018.

- If your upgrading from Personal V8 or Personal 2002 or Personal 2004 then you will need to upgrade to the Personal 2006 trial before upgrading to Personal 2018.

Upgrade Software	Located on DVD	IKC
CashBook 2004	\\CV\CBTrial\	
Personal Plus 2004	\\CV\2006 AU Trial\ CV\PPTrial\	
Home and Business 2005/06	\\CV\HBTrial\	KNZY62XJL6HR
Personal Plus 2006	\\CV\2006 AU Trial\	GCTZTRBXQJ3B
Personal 2006	\\CV\2006 AU Trial\	GAY69KLCSJCK

Internet connection is required to use the Quicken trials (Home & Business 2005/06, Personal Plus 2006 & Personal 2006) due to an activation process.

If you need to upgrade through one of the Quicken trials (Home & Business 2005/06, Personal Plus 2006 or Personal 2006) but don't have internet access then you will need to contact Reckon support to get assistance with upgrading your file.

Note: This doesn't apply to the CashBook 2004 or Personal Plus 2004 trial versions.

Upgrading to Home & Business 2005/06 trial

1. To run the Home & Business 2005/06 trial installation, double click **setup.exe** (location on DVD is \\CV\HBTrial\
Disk1\setup.exe)
2. The Home & Business 2005/06 trial IKC is **KNZY62XJL6HR**
3. For more information on installing Home & Business 2005/06 & upgrading data files to Home & Business 2005/06, double click **Conversion Notes.pdf** (location on DVD is \\CV\HBTrial\
Conversion Notes.pdf)

Upgrading to Personal 2006 trial

1. To run the Personal 2006 trial installation, double click **setup.exe** (location on DVD is \\CV\2006 AU Trial\Disk1\setup.exe)
2. The Personal 2006 trial IKC is **GAY69KLCSJCK**
3. For more information on installing Personal 2006 & upgrading data files to Personal 2006, double click **Quicken 2006 Upgrade Notes.pdf** (location on DVD is \\CV\2006 AU Trial\Quicken2006 Upgrade Notes.pdf)

Upgrading to Personal Plus 2006 trial

1. To run the Personal Plus 2006 trial installation, double click **setup.exe** (location on DVD is \\CV\2006 AU Trial\Disk1\setup.exe)
2. The Personal Plus 2006 trial IKC is **GCTZTRBXQJ3B**
3. For more information on installing Personal Plus 2006 & upgrading data files to Personal Plus 2006, double click **Quicken 2006 Upgrade Notes.pdf** (location on DVD is \\CV\2006 AU Trial\Quicken 2006 Upgrade Notes.pdf)

Prepare your company data file for upgrade

We strongly recommend that you follow the steps below to protect your company data and ensure its accuracy.

1. Back up your data file

1. In Reckon Accounts, open the data file you want to back up.
2. Choose **File** menu > **Backup**.
3. In the **Select the disk drive and path to backup folder** field, identify the drive that contains the backup media.
4. Click **OK** to start the backup.

For more information on how to back up, please refer to the User Guide (available on the Reckon Accounts DVD) or in-product Help for “Backing up your data”.

2. Validate your data file

Ensure the data file you are using is validated before upgrading your software. Validating a data file allows Reckon Accounts to verify its integrity. Choose **File menu > File Operations > Validate**. Find the data file you want to validate and click **OK**. You will need to repeat this process for every data file you want to upgrade.

3. Remove any passwords associated with your data file

To remove your password from your data file, choose **File menu > Passwords > File or Transaction**.

4. Print a selection of Reports from the data file in your currently installed version

Print a record of all business Tax reports for previous periods (e.g. Tax Detail, BAS). You can use these Reports after upgrading to confirm the data which appears in the upgraded version is correct.

Note: Some reports in Reckon Accounts 2018 have different default settings to previous versions. In some cases, these reports may require you to customise the report to obtain the same figures.

5. Ensure ALL unapplied Adjustments/Credits are applied to an Invoice or deleted
6. Delete all Scheduled Invoices and Payments (taking note of details)
7. Take note of your Reckon Accounts Settings / Preferences

Some of the settings within your company file revert to the default settings of Reckon Accounts 2018. Make a note of your personal settings and preferences so you can apply these to your upgraded data file.

8. Saved Reports may not be available after the conversion

We recommend that you print any Saved Reports from your current version beforehand, for your reference.

9. ABN and Branch number may need to be re-entered in your data file after conversion

10. If you have customised templates

Customised Invoice and Estimate templates from your previous version only convert directly to Reckon Accounts Home & Business if you install Home & Business in the same installation directory as your previous version of the software, once the previous version has been uninstalled.

11. If you have a linked investment account

If you upgrade a company file that contains a linked investment account, the Investment Activity Report in Reckon Accounts 2018 will always report on all transactions from both accounts. To avoid this, you should un-link the accounts in your previous version prior to upgrading.

Upgrading your software

Reminder: before upgrading, have you:

- Printed a selection of reports from your original program.
- Created a backup of your original company file and validated it.

To upgrade from Personal v8 or Personal Plus v8 or CashBook v8, start on this page.

To upgrade from a different version, start on page 18.

Upgrading from Personal v8 or Personal Plus v8 or CashBook v8

In order to convert your data file to Reckon Accounts 2018, you need to step upgrade your data file through Quicken 2004 (either Personal Plus 2004 or CashBook 2004 - refer to the upgrade chart on page 10 to determine which trial version of 2004 you require). The 2004 trials are provided on the Reckon Accounts DVD.

Install Quicken 2004 Trial

1. Make sure that your current version of Quicken (Personal v8 or Personal Plus v8 or CashBook v8) data file is backed up then uninstall Quicken v8.
2. Insert your Reckon Accounts DVD into your DVD-ROM drive. The installation screen automatically appears. If this does not happen, click the **Start** button and choose **Run**, then type `d:\autorun.exe` (where d is your DVD-ROM drive) and click **OK**.
3. Browse the DVD for the Quicken 2004 trial you require:

Users who require the Quicken Personal Plus 2004 trial are advised to run the Personal Plus 2004 trial installation, double click **Setup.exe** (location on DVD is `\\CV\2006 AU Trial\CV\PPTrial\Disk1\Setup.exe`)

Users who require the CashBook 2004 trial are advised run the CashBook 2004 trial installation,

double click **CashBook2004Trial.exe** (\\CV\CBTrial\CashBook2004Trial.exe)

4. Click **Next** when the Welcome screen appears.
5. Select where you would like to install and click **Next**.

Note: You should install in the same installation directory as your previous version (default location is C:\Program Files\Quickenw).

6. Click **Yes** when prompted to install.
7. Restart your computer to complete the installation.
8. Launch Quicken 2004 and upgrade your company file. If you have more than one company file, each must be upgraded by choosing **File menu > Open** and selecting the company file.
9. Once you have completed upgrading your file(s) to Quicken 2004, follow the instructions on this page 18 – Upgrading from Personal 2002 or later, Personal Plus 2002 or later, CashBook 2003 or 2004, Home & Business 2005/06 or later.

Note: If you encounter the message “The file contains one or more accounts that require access to features not currently activated in this copy”, you will need to read Knowledge Browser article 2684.

To access the Knowledge Browser, visit the Reckon website at: <http://kb.reckon.com.au/>. In the Knowledge Browser application, choose **Search Knowledgebase** and enter **2684** in the **Search:** field to read about this issue.

Upgrading from Personal 2002 or later, Personal Plus 2002 or later, CashBook 2003 or 2004, Home & Business 2005/06 or later

You may directly upgrade your data file to Reckon Accounts 2018.

Note: When you upgrade to Reckon Accounts 2018, a backup of your original file is automatically placed in a folder called **Oldfiles** in your Quicken directory.

Follow the instructions below to upgrade your data file to Reckon Accounts 2018.

1. Ensure you have completed the instructions in section “Prepare your data file for upgrade” on page 15. Make sure you uninstall your current version of the software before continuing.
2. Insert the Reckon Accounts 2018 DVD into the DVD-ROM drive. The installation screen automatically appears. If this does not happen, click the **Start** button and choose **Run**, then type `d:\autorun.exe` (where `d` is your DVD-ROM drive) and click OK.
3. Select your region.
4. Click **Begin**.
5. Follow the onscreen instructions.

Note: You may receive a message requesting that you exit and uninstall your previous version before installing Reckon Accounts 2018. When you uninstall your previous version you may be asked to remove shared files? Select **Yes to all**. Reckon strongly recommends you uninstall your previous version before you install Reckon Accounts 2018.

6. You may be requested to restart your PC to complete the installation. Select **Yes** to restart your computer, and click **Finish**.
7. The first time you open Reckon Accounts 2018, you will be required to Activate by entering your Reckon Accounts Installation Key Code (IKC). The activation process will take place automatically over the Internet. If you do not have an Internet connection, click **Cancel** on the messages that appear and call Customer Service to complete the process over the telephone.
8. The first time you open your company file in Reckon Accounts 2018, the upgrade process begins. Read the upgrade message and click **OK** if you want to continue. If you have a large data file, or if you have investment data, the upgrade may take several minutes.

Note: If you are upgrading from Quicken 2009, 2010, 2011, 2012 or Reckon Accounts 2013, 2015, 2016 your company files will not go through the upgrade process and they should open without changes.

9. Follow the prompts to set up your company file in Reckon Accounts 2018. Click **Done** when you have finished.

After you upgrade

Check your data in the upgraded version. Run the same reports you ran before upgrading and compare them to confirm that the data matches. If your data does not match the previous version, try to identify where the problem is. For example, it may relate specifically to categories or transactions.

- Check the Reckon Accounts settings and preferences against the settings you noted before upgrading your company file.
- Back up your data file.

DO NOT OVERWRITE YOUR PREVIOUS BACKUP!

You may choose to back up your company file to a DVD-ROM or other storage media. Make sure that you label each disk correctly and store it in a safe place in case you need them later. Do not overwrite this backup. (You can find instructions for backing up your data in the user guide, which is available on the Reckon Accounts 2018 DVD-ROM.)

New users

Prepare to install Reckon Accounts 2018

Before you install Reckon Accounts, you need to:

- Log on to your PC as the Administrator or have Administrator rights.
- Close any programs running on your PC.
- Disconnect from the Internet.
- Disable your anti-virus and firewall applications.

After you have installed Reckon Accounts, be sure to re-enable your anti-virus and firewall applications. Then, reconnect to the Internet so that you can activate your Reckon Accounts product online.

Install Reckon Accounts 2018

To install Reckon Accounts:

1. Insert the Reckon Accounts 2018 DVD into the DVD-ROM drive.

If the installation window does not open automatically, click the **Start** button in the Windows taskbar and choose **Run**, then type `d:\autorun.exe`, where `d` is your DVD-ROM drive, and then click **OK**.

2. Select your region.
3. Click **Begin**.
4. Follow the onscreen instructions to install Reckon Accounts.

Note: You will find your Installation Key Code (IKC) on your DVD case or in the letter you received with your DVD-ROM.

5. You may be requested to reboot your PC to complete the Reckon Accounts installation. Select **Yes**.
6. Double-click the Reckon Accounts icon on your desktop to open Reckon Accounts 2018.

Start a new file, or browse the features of Reckon Accounts 2018 using the sample file.

Activate Reckon Accounts

After you have installed and opened your software, you are prompted to activate Reckon Accounts 2018.

You will find your Installation Key Code (IKC) on your DVD case or in the letter you received with your DVD-ROM. You need an Internet connection to activate online.

If you can't activate your product over the Internet, call 1300 650 061 (Australian customers only).

Notes

Reckon Accounts 2018 End User Licence Agreement

Reckon Accounts 2018

End User Licence Agreement

THIS IS AN IMPORTANT DOCUMENT. PLEASE READ THIS CAREFULLY.

This is a contract between Reckon Limited (ACN 003 348 730) (Reckon) and you. By using the Software supplied with this document, and the related user guides and materials (together the Software), you agree to be bound by the terms of this Licence and the application of Reckon's Privacy Policy www.reckon.com to information collected from you. The Privacy Policy can also be viewed on the website. This Licence covers copies of the Software provided for evaluation or trial purposes, subscription versions and non-subscription or full versions of the Software. Some Licence provisions may not be applicable to you, depending on the particular version of the Software you have purchased or if you are using the Software for evaluation purposes. The defined terms and the rules of interpretation in this Licence are set out in clause 14.

Important: Please refer to the website for details of the Software, minimum requirements and functionality. Please also refer to Reckon's Privacy Policy at www.reckon.com. There are a number of technical features within the Software that may affect your ability to continue to use the Software. These are outlined in more detail in the terms of the Licence, but in summary:

- You are purchasing the right to use the Software, not to own it;
- If you have been provided with a Trial Version, you may only use the Software on a temporary basis to evaluate the Software's functionality and suitability for your requirements;
- The Software contains registration and activation processes to guard against illegal copying;
- To continue using the Software, those processes require you to verify your compliance with the terms under which you are licensed to use the software (for example: the number of computers on which the software is installed) and to permit continued reactivation of the Software from time to time. This involves, in all versions, periodically verifying your licence details, and in the subscription version, renewing your subscription when it falls due. Reckon may also verify subscription customers during a subscription period and not only at renewal. You will also need to reactivate your Software if you want to reinstall it (for example, if you upgrade your computer or if you have a hard drive failure, and you may incur a technical support cost for this);
- When you purchase the Software or during the course of your subscription you will be provided with an installation key code ("IKC") for your exclusive use in accordance with the terms of this licence. Please keep the installation key code in a safe place.

You may need it when you first install or re-install (if permitted) the Software and to reactivate the Software. Please note if you lose your installation key code that it will not be replaced by Reckon and you will not be able to install or reactivate the Software;

- You also need a licence key to reactivate your Software. In addition, with some older versions of the Software, you will not be able to re-install or reactivate the Software if you do not have your installation key code - see details below on Reckon's sunset policy;
- There will be no charge to activate the Software initially or to reactivate your Software when you verify your licence details or renew a subscription, Reckon may charge you a fee for technical support if it needs to reissue a licence key provided also that the version of the Software you are using has not been 'sunsetted' as explained below. Reckon may also charge a fee if you need to reactivate the Software in other circumstances (for example, if you need to reinstall the Software if you upgrade your computer or due to a hard drive failure);
- If you do not renew your subscription, which also requires you to install and use the updated Software or if you do not verify your licence details (as applicable) within the required period, the Software may continue to operate but with impaired functionality or you may not be able to access the Software at all (including printing out or viewing any of your data or records); and
- Reckon has a 'sunset policy' which means that technical support is not available for some older versions of the Software. This includes the ability to install or re-install that Software for any reason if you have lost your installation key code for those old versions. If you wish to continue using the Software in those circumstances, you will need to purchase a new copy of the current version of that Software.
- Use of Software is not provision of tax, accounting or other professional advice:
 - The information contained in the Software may contain features designed to assist you in complying with the requirements of relevant legislation.
 - In providing you with information which may relate to relevant legislation, Reckon is not engaged in rendering legal, accounting or other professional services and that nothing in the Software constitutes taxation, financial, wealth management, superannuation or other professional advice. Legal, accounting or other relevant professional advice should be obtained before taking any action in reliance on this Software.
 - While relevant reports produced using the Software will be compliant with legal requirements at time of release,

as these requirements may change from time to time, you should confirm compliance with your tax, accountant or professional adviser before relying on any such reports.

- The help contained in this Software is not a substitute for obtaining the appropriate independent professional advice. If legal advice or other expert assistance is required, you should seek the service of the appropriate competent professional
- **Third Party Online Services:** The Services may contain access to, or features that interface with, third party online services ("Third Party Online Services"). Where Third Party Online Services are available, separate terms and conditions with the provider of the Third Party Online Services may apply. Charges may apply for the use of Third Party Online Services including the cost of internet access. Except as required by the Consumer Guarantees, access to Third Party Online Services may be withdrawn by Reckon at any time. Reckon does not make any recommendations in relation to the Third Party Online Services or accept any liability or responsibility for any loss or damage relating to the Third Party Online Services except as required by the Consumer Guarantees.
- **Back up & Data Retention:** You should ensure you conduct regular backups of your data. Except as required by the Consumer Guarantees, Reckon on behalf of itself and/or any of its distributors and associates, does not assume any liability with regard to your use of the Software, including but not limited to, loss of data. In addition, you should confirm your data retention requirements for tax and compliance purposes with your professional adviser.
- **Liability:** To the maximum extent permitted by any law, including the Competition and Consumer Act 2010 (Cth) Consumer Guarantees, Reckon will not be liable responsible for delays, non-performance, failure to perform, processing errors nor will the liability of Reckon include or extend to any special or consequential loss or damage suffered by you, except where required by the Consumer Guarantees.
- **Disclaimer:** To the maximum extent permitted by any law, including the Consumer Guarantees, neither Reckon or any provider of Third Party Services ("TPS Providers"), including but not limited to any Third Party Online Services including any bank, will be responsible for any data submitted, entered or created using the Services or any Third Party Services (for example, including but not limited to bank data feeds), delays, non-performance, failure to perform, processing errors or any other matter or thing which may be required from any TPS Providers, such as an authority or approval, or any agreement with Reckon or any TPS Providers, as the case may be. You are responsible for the accuracy of all data entered; all output created by you relying on the data entered; and where relevant,

that any data or document lodged is accurate, timely and is compliant with all relevant laws and regulations, including keeping the required documentation and records needed to be kept to meet regulatory requirements in relation to the information or material lodged and any other data retention or compliance requirements. Nor will the liability of Reckon, or any TPS Providers, including but not limited to any bank (whether jointly, severally or jointly and severally) include or extend to any special or consequential loss or damage suffered by you, except where required by the Consumer Guarantees.

- Limitation of implied terms: In relation to goods or services not ordinarily acquired for personal, domestic or household use, Reckon's (and its distributors') liability for breach of any guarantees, implied conditions or warranties that cannot be excluded is limited, to the extent permitted by law and at the option of Reckon, to repair the goods, or the cost of repairing the goods, to replacing or re-supplying the goods or services or their equivalent again or the payment of the cost of having the goods or services or their equivalent replaced or supplied again. You acknowledge that this clause, and any reliance on it by Reckon, is fair and reasonable.
- Reckon's Contact details:
Business address: Level 12, 65 Berry Street, North Sydney, NSW 2060
Contact number: 1300 784 253
Contact email: customerservice@reckon.com.

1. LICENCE

- (a) *Evaluation licence*: If Reckon has provided a Trial Version of the Software to you, your rights to use the Trial Version are solely as set out in clause 11.
- (b) *Licence to use*: Reckon grants you a personal, non-exclusive, non-transferable, limited licence to use the Software on the terms of this Licence for the period determined in accordance with clause 9.
- (c) *No transfer of copyright*: The Software is licensed not sold, despite any reference to "purchase" or "sale" in this Licence or in any invoice or purchase order for the supply of the Software. Reckon reserves all rights not expressly granted to you. Reckon Limited is the owner of copyright in the Software and retains ownership of the copyright and all other intellectual property rights in the Software and is protected by copyright law and international copyright treaty.
- (d) All access to the Software is solely verified by user Login and password;
- (e) You are entirely responsible for maintaining the confidentiality of all your licence and access details (eg user name and password) and every user of your Software including Third Party Online Services, such as bank data feeds;
- (f) You agree only to grant access to the Services for use by you or on your behalf;
- (g) You are entirely responsible for the access rights that are granted to any person or other users using your Software, including Third Party Online Services.
- (h) You are entirely responsible for any and all activities using the Software by any person or persons, including Third Party Online Services, such as bank data feeds;
- (i) You are responsible for the accuracy of all information and authorisations provided to Reckon or any third party service providers, relating to the Software or access to any of the Third Party Online Services, for example bank data feeds;
- (j) Reckon will not be liable for any loss that you may incur as a result of unauthorised use of your Software or any Third Party Online Services, by any person or persons;
- (k) You may be held responsible for losses incurred by Reckon or any third party due to any unauthorised use of your Software or any Third Party Online Services, by any person or persons; and
- (l) Access to your Account may be restricted by user login and passwords.

2. YOUR PERMITTED USE OF THE SOFTWARE

(a) *Single use licence:* If you have purchased a single user licence, you:

- (i) may install the Software once, on one computer only. However, if you wish to reinstall the Software (for example, if you need to install the Software on a replacement computer), then clause 3 will apply; and
- (ii) must ensure that the Software is used by one person only at any one time.

(b) *Additional licences:* Subject to any multi-user licence that you have obtained, if:

- (i) more than one person is to use the Software at the same time; or
- (ii) the Software is to be installed on more than one computer

then you must obtain an additional licence for each additional person or computer.

(c) *General restrictions:* You must not:

- (i) use or rely upon the Software for any purpose or in any manner for which the Software is not warranted;
- (ii) copy, reproduce, translate, adapt, vary, merge or modify or create any derivative work based on the Software;
- (iii) reverse engineer, decompile, disassemble, reconfigure or otherwise attempt to discover the source code of the Software; or
- (iv) sell, market, network, transfer, lease, license, sub-license, rent, lend, share or otherwise dispose of or distribute the Software and/or the relevant unique installation key code ("IKC"); or
- (v) use the Software to provide any Internet based services, including a bureau, hosting or other services by internet or by any other means.

(d) *Licence verification:* Upon written request from Reckon, including by e-mail, you agree to provide Reckon with a signed certificate:

- (i) verifying that the Software is being used fully in accordance with this Licence, including user and machine limitations; and
- (ii) listing locations, types and serial numbers of equipment on which the Software is run.

You agree to allow Reckon to use and disclose any personal details provided to Reckon in connection with this Licence in accordance with Reckon's then current privacy policy displayed on Reckon's website.

- (e) *Audit rights:* Reckon may also audit the number of copies of the Software in use or possession by you, the equipment on which the Software is installed or used and the number of users using the Software. Audits will be conducted in your normal business hours, or upon reasonable prior written notice, at Reckon's expense. If the audit reveals underpaid or unpaid fees due to Reckon, you will be invoiced for them based on Reckon's then current price list, and if these exceed 5% of the license fees you have already paid, you will also be invoiced for the cost of the audit.

3. BACK-UP & DATA RETENTION

- (a) *Back up:* You should also ensure you conduct regular backups of your data. Except as required by the Consumer Guarantees, Reckon on behalf of itself and/or any of its distributors and associates does not assume any liability for loss of data.
- (b) *Data retention:* You are responsible for ensuring you meet all your data retention requirements for tax and any other compliance purposes. You should confirm these requirements with your professional adviser, as some legislation requires you to keep copies of certain data for later reference, for example, for the ATO or ASIC

4. PRODUCT ACTIVATION AND VERIFICATION

- (a) *Initial registration and verifying licence details:* This Software may contain technology that protects Reckon against illegal copying. As a consequence, you may be required to:
 - (i) register your details during the initial installation (including your name, contact details and details of the hardware on which the Software will be installed (if this is not done automatically by the Software);
 - (ii) if you have a full version, have the Software reactivated periodically thereafter by verifying your licence details to confirm you are using the Software in accordance with these Licence terms;
 - (iii) if you have a subscription version, have the Software reactivated (on payment of Reckon's renewal fee and verification of your licence details) if you wish to renew the subscription;
 - (iv) have the Software reactivated by Reckon if you wish to re-install the Software (for example, if you would like to install the Software on a new computer or if you have a hard drive failure and need to reload your Software); and
 - (v) provide to Reckon the details of your installation key code and product key code for the Software as part of the reactivation process.

You agree to activate or reactivate the Software within a

reasonable time or within such time as the Software prompts you to do so.

- (b) *Key codes:* Each copy of the Software is provided with a unique installation key code ("IKC") (which may appear on the packaging or the cover of the media on which the Software is contained). This IKC is for your exclusive use only in accordance with the terms of this Licence. You should keep the IKC safe. As per clause 4(a)(v), you will be required to provide your installation key code to Reckon when you reactivate your Software.
- (c) *Manner of verification:* You must verify your licence details in the manner required by Reckon from time to time (which may include email or on-line registration via the Internet). The Software may prompt you as to the required manner of verification.
- (d) *Charges for reactivation:* Reckon will not charge you to activate the Software initially or to reactivate your Software when you verify your licence details or renew a subscription, unless you have lost your installation or licence key code. You need both your installation code and your licence key to be able to reactivate the Software. Reckon may charge you a fee for technical support to reissue a licence key code. Reckon may also charge a fee for technical support if you need to reactivate the Software in other circumstances (for example, if you need to reinstall the Software because you have a new computer or need to reload the Software due to a hard drive failure). For the current fees go to <http://www.reckon.com>. If you have lost your installation key code, Reckon will not replace that code, and you may be required to purchase new software.
- (e) *Consequences of non-renewal and failure to verify details:* This Software is provided to you on the understanding and acknowledgment that it may contain technology which deactivates and disables the Software if a subscription is not renewed or in the case of a full licence version, you have not verified your licence details when periodically prompted to do so by Reckon or by the Software. If the Software is not reactivated within the required period, the Software may continue to operate but with impaired functionality or you may not be able to access the Software at all (including printing out or viewing any of your data or records).
- (f) *Statutory declaration:* In certain circumstances, before permitting a re-activation, Reckon may require you to provide it with a Statutory Declaration stating the reasons for re-activation in a form required by Reckon.
- (g) *Older versions:* Reckon has a sunset policy (covered in more detail in clause 5(a)) which means that technical support is not available for certain older versions of the Software. If

technical support is not available for your version, you will not be able to reactivate or reinstall your Software if you do not have your registration key code. Reckon will not be obliged to provide you with a replacement key code and in those circumstances you will need to purchase a new version or Upgrade in order to continue using the Software. Please go to <http://www.reckon.com> to see the sunset policy.

5. DATA COLLECTION AND PRIVACY

- (a) You acknowledge and agree that Reckon collects information from you when registering, activating and validating the Software. Additional information may also be collected in relation to your use of the Software. Reckon handles personal information in accordance with the Privacy Act 1988 (Cth) and the applicable Privacy Principles. For details on how we collect, use, disclose and store your personal information and how you can contact us if you want to access or correct personal information please refer to Reckon's Privacy Policy on our website www.reckon.com.
- (b) By activating and using the Software, including technical support:
 - (i) You you agree to allow Reckon to use and disclose any personal details information provided to Reckon in connection with this Licence in accordance with Reckon's then current privacy policy displayed on Reckon's website; and.
 - (ii) you acknowledge and agree that you are solely responsible and liable for any personal information you collect, use or store using the Software.

6. TECHNICAL SUPPORT

- (a) *Period when technical support is available:* Reckon will provide technical support for the Software only (and for the avoidance of doubt this does not include support for third party hardware or software, which remains the responsibility of the relevant third party), during the following periods:
 - (i) in the case of a subscription version of the Software, during the period for which you have paid the relevant subscription fees (unless further releases of the Software in question are discontinued); and
 - (ii) in the case of a full version of the Software, there is a 'sunset period' during which technical support may not be available for that version. The sunset period for a version will commence on the earlier of:
 - (A) 2 years after the date on which you first installed the version on your computer; or
 - (B) the date Reckon releases the second successive Upgrade to that version.

For further explanation of Reckon's sunset policy please go to <http://www.reckon.com>.

- (b) *What is included as part of technical support:* Reckon will provide technical support in accordance with its then current technical support policy, which may include:
- (i) as contemplated by clause 4, the technical support required to reactivate the Software or to issue a replacement registration key code (for example, when you verify your licence details, renew a subscription or if you need to reinstall the Software);
 - (ii) provision of telephone help desk support services;
 - (iii) access to technical information about the Software contained on Reckon's website; and
 - (iv) the ability for you to download Updates, but it does not include provision of Upgrades of the Software. For further explanation of Reckon's technical support policy please go to <http://www.reckon.com>.
- (c) *Fees:* Clause 4(d) sets out the circumstances when you will (and when you will not) be required to pay charges for the technical support to reactivate your Software (including when you wish to reinstall the Software) or for Reckon to issue a replacement registration key code.

For all other technical support, Reckon may charge you a fee in accordance with its then current technical support policy.

7. ONLINE SERVICES

- (a) *Interaction with Online Services:* The Software may contain access to, or features that interface with, third party online services ("Third Party Online Services"). Examples of Third Party Online Services that may be applicable to the Software are ASIC, EFTPOS, SBR-enabled services, an online share price download facility, bank data feeds and a statement download facility, bill and other payment services, a superannuation choice facility, online backup facility, payroll services and a debt recovery facility, technology, hardware or application, which may or may not be provided at an additional charge on a subscription basis measured for one year from the date of registration.
- (b) *Terms for Third Party Online Services:* Certain Third Party Online Services are not available for all versions of the Software. For example, in the case of bank statement download services, not all banks provide services that connect to the Software. Third Party Online Services are only available for 12-month periods for subscription versions and 24-month periods for full versions. In the case of a full version, access to Third Party Online Services in the second 12-month period may be subject to payment of the

applicable charges. In order to renew access to Third Party Online Services at the end of the 24-month period in the case of a full version, you will be required to have purchased or upgraded to the latest version of the Software. In the case of a subscription version, you must have renewed your subscription. Internet access is required for all Third Party Online Services. Charges may apply for the use of Third Party Online Services (in addition to the cost of Internet access levied by your ISP). Where Third Party Online Services are available, separate terms and conditions with the provider of the Third Party Online Services may apply. In some cases Reckon may be the provider. You should check with the relevant third party provider as to the terms and conditions of use. You are responsible for all information and authorisations provided to access and use any such Third Party Online Services and for any data, form or other output relying on the use of the Third Party Online Services and/or the Services. Except as may be required by the Consumer Guarantees, access to Third Party Online Services may be withdrawn by Reckon at any time. Reckon will not be liable for the withdrawal of access to any Third Party Online Services. Where access is to be withdrawn, Reckon may choose to notify you in advance provided that you have supplied Reckon with a valid and up to date email address.

- (c) In some cases you may download other third party applications, for example Google Desktop supplied by Google Inc. In such cases your agreement to be bound by the terms of this Licence will also bind you to the terms of use or other similar agreements required by such third parties for use of their products.

8. LIMITED WARRANTY

This clause 8 is subject to the consumer guarantees regime as set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) (also referred to as the Australian Consumer Law), and the Consumer Guarantees Act 1993 (NZ), as amended from time to time, or other similar legislation of a state or territory of Australia or NZ respectively (“Consumer Guarantees”).

In Australia, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. In New Zealand, these guarantees cannot be modified nor excluded by any contract, except in those circumstances contemplated by section 43(2) of the New Zealand Consumer Guarantees Act.

- (a) *Software provided on an ‘as is’ basis:* Except as required by the Consumer Guarantees, Reckon provides the Software to you on an “as is” basis and without any representations by Reckon or any of its authorised distributors regarding the use, performance or results of the use, of the Software.
- (b) *Defects in media:* In addition to any rights and remedies you have under the Consumer Guarantees, Reckon warrants that the media on which the Software is recorded is free from defects in manufacture for a period of 90 days from the date of delivery (for on-line purchases) or 90 days from the date of purchase (for in-store purchases). During this period, subject to clause 8(c), Reckon will replace any defective media on which the Software was supplied and any Software on that media, free of charge, unless you caused damage to the media due to poor handling.
- (c) To make a claim under clause 8(b), you must:
 - (i) email customerservice@reckon.com with the subject line ‘warranty claim’, and include the following:
 - (A) in the body of the email, provide the IKC, detail the fault and whether a workaround has been provided by a member of Reckon’s support team; and
 - (B) provide a copy of the receipt or proof of purchase and payment.

Once Reckon receives the information, Reckon will provide a preliminary assessment of the claim and contact you to advise. Software assessed on a preliminary basis to be defective by Reckon will be replaced by Reckon and sent to you at Reckon’s cost.

- (d) *No guarantee that Software will be error free or that its use will be uninterrupted:* While Reckon has endeavoured to make sure that the Software works substantially as per the specifications published by Reckon from time to time, except as required by the Consumer Guarantees, Reckon does not guarantee that the Software will work on all computer hardware platforms or configurations and makes no warranty that the Software will be error free or that its use will be uninterrupted.
- (e) *Internet access, telecommunications networks, firewalls and security:* Except as required by the Consumer Guarantees, Reckon does not guarantee connections to its online activation server as these may be dependent upon third party networks and security measures over which Reckon has no control.

9. LIABILITY

- (a) *Certain rights cannot be excluded:* Certain laws, including the Consumer Guarantees, may imply certain guarantees, conditions and warranties into this Licence or impose certain guarantees, conditions and warranties by law and give you certain rights and remedies that cannot be excluded or modified. This clause 9 and the limited warranties provided in clause 8, do not exclude or modify any of those rights if to do so would contravene that law or make any part of this Licence void.
- (b) *Exclusion of warranties:* Except as required by the Consumer Guarantees, Reckon excludes all guarantees, conditions, warranties and rights that may be implied into this Licence or imposed by law. If guarantees, conditions, warranties or other rights for your benefit are implied in this Licence or otherwise conferred by law and it is not lawful to exclude, restrict or modify them, then those guarantees, conditions, warranties and other rights will (but only to the extent required by law) apply to this Licence.
- (c) *Limitation of implied terms:* In relation to goods or services not ordinarily acquired for personal, domestic or household use, Reckon's (and its distributors') liability for breach of any guarantees, implied conditions or warranties that cannot be excluded is limited, to the extent permitted by law and at the option of Reckon, to repair the goods, or the cost of repairing the goods, to replacing or re-supplying the goods or services or their equivalent again or the payment of the cost of having the goods or services or their equivalent replaced or supplied again. You acknowledge that this clause, and any reliance on it by Reckon, is fair and reasonable.
- (d) *General exclusion and limitation:* Other than as set out in clauses 9(b) and 9(c), and as required by the Consumer Guarantees:

- (i) Reckon (and its authorised distributors) will not be liable to you or any other person for any direct or indirect loss, damages, liability, costs or expenses suffered by you or any other person relating to the performance or non-performance of the Software or any breach of this Licence or the supply of the Software or in connection with, but not limited to, the Third Party Online Services, delays, non-performance, failure to perform, processing errors use of tax tables, bank data feeds, use of third party hardware (for example but not limited to Postec services) or provision of technical support (whether by telephone or remote access or other means), nor will the liability of Reckon include or extend to any special or consequential loss or damage suffered by you, except where required by the Consumer Guarantees; and
 - (ii) Reckon's maximum liability for damages arising in connection with this Licence or the supply of the Software is limited to the amount paid by you for the Software
- (e) *Your liability to Reckon:* You agree that Reckon (and its authorised distributors) will not be liable, other than as required by the Consumer Guarantees or as expressly set out in this Licence, and that you will indemnify the Reckon (and its authorised distributors) from any liability, loss, damage, costs or expenses which you may suffer or incur, including any breach of the Privacy Laws, as a result of your use of the Software (including any claims made against you by third parties).
- (f) *Use of Software is not provision of professional advice:* The information contained in the Software may contain features designed to assist you in complying with the requirements of the relevant legislation at the time of the release of the Software, which includes for example, but not limited to superannuation guarantee requirements, tax tables, rates for contributions or deductions calculated using the Software. These compliance requirements may change from time to time. You agree it is your obligation to ensure the details, calculations, reports and any other data or documents produced using the Software, are correct and compliant when created or used by you. Legal, accounting or other relevant professional advice should be obtained before taking any action in reliance on the Software or what is produced by you using the Software. The Software is also not financial product advice. You acknowledge that Reckon is not engaged in rendering legal, accounting or other professional services and nothing in the Software constitutes taxation, financial, wealth management, superannuation or other professional advice in relation to these matters. The help contained in the Software is not a substitute

for obtaining the appropriate independent professional advice. If legal advice or other expert assistance is required, you should seek the service of the appropriate competent professional

- (g) *Reckon has no responsibility for recommendations:* Except as required by the Consumer Guarantees, Reckon, its employees, agents, contractors and the authors disclaim any and all liability and responsibility to any person, whether a user of this Software or not, in respect of anything (including, without limitation, any error in or omission from this Software) and of the consequences of any actions taken or omitted to be taken in reliance, whether wholly or partially, upon all or any part of the content, recommendations or help contained in this Software.
- (h) *Corruption of data and on-line access:* Except as required by the Consumer Guarantees, Reckon and its authorised distributors disclaim all liability for any corruption of data, inability to access data, loss of data, breach of privacy, or downtime as a result of or arising from the use of any online link available between the Software and another server including without limitation in connection with Online Services.
- (i) *Third Party On-line services:* Except as required by the Consumer Guarantees, Reckon makes no warranty or representation in connection with the Third Party Online Services, the responsibility for which rests with the relevant provider of such Third Party Online Services or such hardware.

10. TERM AND TERMINATION OF LICENCE

- (a) *Licence Term:* Unless this Licence is terminated earlier in accordance with its terms, your right to use the Software in accordance with this Licence continues:
 - (i) in the case of a subscription version of the Software, for an initial period of 12 months from the date of registration of the Software. This Licence will automatically renew for a further 12 month period upon the payment of Reckon's annual subscription fee. If the annual subscription fee is not paid on or before the termination of the current 12 month period, this Licence will automatically terminate; and
 - (ii) in the full version of the Software, indefinitely, however:
 - (A) you may be required to periodically verify your licence details and have the Software reactivated as per clause 3 in order to keep using the Software; and
 - (B) if you need to reinstall the Software, you will need a copy of your original DVD (or other media on which the Software was provided) and the installation key code. If you do not have the DVD, you will need

to purchase or upgrade to a new full version and pay for the postage associated with sending the DVD to you. Clauses 4(d) and 4(g) outline when Reckon may charge you a fee for the provision of a replacement key code and, more importantly, when a replacement key code will not be provided by Reckon due to the operation of Reckon's sunset policy

- (b) *Termination by Reckon for breach:* Reckon may terminate this Licence if you are in breach of its terms or as otherwise set out in this Licence.
- (c) *Survival:* Clauses 2, 6, 8, 9 and this clause 10 will survive the termination of this Licence. Termination of this Licence will not prejudice any right which Reckon may have, or but for the termination may have had, against you for a breach of this Licence
- (d) *Things you must do on termination:* Upon the termination of this Licence, you or your representative must promptly uninstall the Software from your computer, destroy the DVD, User Guide and related materials and any copies of them in your possession or control or return or dispose of them in the manner directed by Reckon. Upon written request from Reckon you agree to provide a Statutory Declaration to Reckon that you have complied with your obligations under this clause 10(d).

11. SUBSCRIPTION TERMS

If you have purchased a subscription version of the Software, this additional clause 11 will apply

- (a) *Entitlement to Upgrades and Updates:* During the period for which you have paid subscription fees you will receive, included in the cost of the subscription, all Upgrades and/or Updates of the Software, via Internet download.
- (b) *No extension of Licence term:* Your right and entitlement to use the Software, as enhanced by any Upgrades and/or Updates, concludes at the end of the term of the Licence (subject to payment of an annual subscription fee) and is not linked to the dates of release, registration or provision by Reckon of any Upgrades and/or Updates
- (c) *This Licence prevails:* If you have purchased this Software as an Upgrade to an earlier version of the Software, this Licence shall supersede any previous licence agreement.
- (d) *Not all Upgrades included:* Your subscription to the Software and any Upgrades and/or Updates under this Licence does not grant you the right to receive special versions of the Software created for certain customers or market segments, even though they may contain similar features or functions. Versions of the Software which may from time to time be

offered in retail or other channels in different configurations as special promotions are not included as part of the subscription

- (e) *No obligation on Reckon to upgrade:* Upgrades and/or Updates will be developed and released by Reckon in its sole discretion, and Reckon does not warrant or represent that it will develop or release any Upgrades and/or Updates during the term of the subscription period or Licence. Furthermore, Reckon does not warrant that the Upgrades and/or Updates will be provided to you or made available within any specified time period following the commercial release of such Upgrades and/or Updates
- (f) *When payment is due:* If applicable to the Software licensed to you, you will be required to pay the monthly subscription fee in advance on the first business day of each month. You authorise Reckon to direct debit your monthly subscription fee from the bank account nominated by you
- (g) *Deactivation at end of subscription period:* As per clause 4, the subscription version of the Software is provided to you on the understanding and acknowledgment that it may contain technology which deactivates and disables the software if your subscription is not renewed or you are found to be in breach of this licence agreement. If the Software is not renewed by the end of the required period, the Software may continue to operate but with impaired functionality or you may not be able to access the Software at all (including printing out or viewing any of your data or records).
- (h) *You need a full version if you don't renew:* If you elect not to renew your subscription, the Software does not allow you to upgrade to a non-subscription version of the Software by way of the purchase of an Upgrade pack. In such circumstances, you are only able to upgrade to a later non-subscription version of the Software by purchasing a full (non-upgrade) version of the Software.
- (i) *Early termination:* If you wish to terminate your subscription early, you must do so by giving Reckon no less than one calendar month notice to that effect. Depending on the type of software you have subscribed to and the type of subscription you are signed up for, you may be required to pay a cancellation fee. See <http://www.reckon.com> for a schedule of fees. Reckon will direct debit your account, and you agree to pay, the applicable cancellation fee.

12. TRIAL LICENCE

If you have been provided with a Trial Version of the Software, this clause 12 sets out the terms that will apply to your use of the Trial Version.

- (a) *Licence:* Your licence to use the Trial Version:

- (i) permits you to evaluate the Software's functionality and suitability for your requirements;
 - (ii) is for the number of users set out in the material accompanying your copy of the Trial Version;
 - (iii) is subject to the general restrictions in clause 2(e) and the limited warranty in clause 6(a);
 - (iv) is for one month (***Evaluation Period***).
- (b) ***Duration***: You acknowledge that your licence to use the Trial Version will only apply for the Evaluation Period. At the end of the Evaluation Period:
- (i) you must not and will not be able to continue to access the Trial Version, including any data that you have entered into the Trial Version; and
 - (ii) if you wish to use the Software you must purchase a full version or subscription version of the Software.
- (c) ***Entitlements***: You:
- (i) are not entitled to Upgrades or Updates (or any other software other than the Trial Version); and
 - (ii) may be required to pay for any technical support that you may require in relation to the Trial Version in accordance with Reckon's then current charges.
- (d) ***Liability***: You acknowledge that subject to clauses 9(b) and 9(c), and other than as required by the Consumer Guarantees, Reckon excludes all liability to you for any loss, damage, liability, costs or expenses suffered by you relating to the performance or non-performance of the Trial Version or any breach of this clause 12.

13. STUDENT EDITION

- (a) If you are using a Student Edition, your Software may have limited licence rights and well as limited functionality, including:
 - (i) a limit on the number of transactions that can be entered;
 - (ii) a limit on the number of company files that can be opened;
 - (iii) a limit on the number of software features and services available;
- (b) Your Software may be deactivated at the end of three years from date of installation and this may prevent access to the Software and data unless an appropriate upgrade is purchased.
- (c) There is no support available for Student Edition. Support must be directed to your educational institution.

- (d) Except as required by the Consumer Guarantees, Reckon does not warrant that any information in the Software is up to date, for example functionality required for certain lessons involving tax tables or payroll tax, and it is your sole responsibility to check with your educational institution whether any information is up to date.

14. GENERAL

- (a) *Some defined terms:* In this Licence:

Trial Version means Software that has been provided to you on a temporary basis in order to carry out a trial of that Software to determine whether you wish to use the Software on an ongoing basis.

Student Version means Software that is licensed to you as part of your educational institution's arrangement with Reckon or Software that you have purchased that Reckon has determined is a Student Version.

Upgrade means a new version of the Software which contains additional functionality or other enhancements. Reckon will determine whether a new version constitutes an Upgrade or an Update.

Update means a new version of the Software which contains minor enhancements.

- (b) *Applicable law:* This Licence is governed by the laws of the State of New South Wales, Australia and by agreeing to be bound by the terms of this Agreement you irrevocably and unconditionally submit to the jurisdiction of the courts of that State.
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 - postal address: Reckon Limited, Locked Bag 7522, McMahons Point, NSW, 2060
 - contact number: 1800 RECKON (Toll-free 1800 732 566)
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