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## FastManager Technical Support Terms and Conditions

**1. General.** These Terms and Conditions (the "Agreement") set forth the terms and conditions that apply to your use of the FastManager Support Plan ("Plan").

Plan coverage is non-transferable and is valid for the Plan member only. Resale or transfer of membership rights in the Plan is strictly prohibited, and will constitute grounds for termination or non-renewal of Plan membership. During the Term, Plan members will receive support for an unlimited number of incidents. For purposes of this Agreement, "incident" means (a) a single issue or problem that a Plan member asks a support representative to analyze or resolve, (b) a product usage question that involves a single topic on a drop-down menu or one FastManager report, or (c) a single question on a specific topic. FastManager reserves the right to limit each support contact to one hour and/or one incident. FastManager may also limit or terminate Plan support, or may elect not to renew Plan membership to any Plan member who uses the services in an irregular, excessive, abusive, or fraudulent manner, as determined by FastManager in its sole discretion, or if FastManager is unable to receive payment from your credit card company. FastManager shall have the right to change or add to the terms of the Plan at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Plan (including but not limited to Internet-based services, pricing, technical support options, and other support-related policies) upon notice by any means FastManager determines in its discretion to be reasonable, including sending you an email notification or posting information concerning any such change, addition, deletion, discontinuance or conditions in the Plan or on any FastManager sponsored web site.

**2. Support Availability.** Support availability may occasionally deviate from published hours due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond FastManager's control. If a toll-free phone number is provided, it can only be used by Plan members within the United States, and a toll number would be provided for callers outside the United States. FastManager will not be responsible for long-distance telephone charges incurred in connection with the use of the Plan.

**3. Response Time Goal for Questions Submitted Online.** For questions submitted online using the designated ticketing system, FastManager will attempt to respond to the member within then-current published response times, if any, subject to variations due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond FastManager's control.

This Section 3 shall not be deemed a representation or warranty on FastManager's behalf regarding the time within which a resolution, if any, may be available for any particular incident. No remedy is available for FastManager's failure to meet the published response time goal.

**4. Support Topic Limitations.** Inquiries are limited to the following FastManager product areas: installation and upgrade assistance and basic functionality, as described in FastManager product documentation. FastManager will also assist Plan members with basic connectivity for the purpose of using FastManager to access other products or services to the extent necessary to confirm whether such issues relate to equipment or software within FastManager's control. However, FastManager shall not be responsible for connectivity issues caused by third-party services, service providers, hardware or software. The Plan does not cover inquiries on business practices, nor does it include application consulting or training.

**5. Current FastManager Product Support.** Plan support is available for currently available versions of FastManager. Support availability for any particular version of FastManager is subject to change at any time without notice; however since the plan does cover all updates and upgrades this should not be an issue as long as support plan payments are current.

**6. Term.** Coverage begins on the date of purchase of the Support Plan. The payment frequency ("Term") of the plan will be outlined in your *Support Subscription Agreement*. After the initial Term, the Plan shall automatically renew for additional Term periods until either party delivers written notice of their intention not to renew the Agreement. At the end of the initial Term, FastManager will begin charging the Term Plan fee to the Plan member's credit card and will continue to do so at the end of every Term until the Plan is terminated. You are responsible for keeping your credit card information correct and up to date with FastManager. The Plan Member may terminate this Plan by calling 1-800-728-8718 at least five (5) days prior to the next payment date. In the event there is a termination of the Plan for any reason, the Plan member may no longer be eligible to enroll in the Plan. However, if your Plan is terminated due to FastManager being unable to receive payment from you credit card and you request reinstatement of your existing plan, FastManager, in its sole discretion, may choose to reinstate your Plan provided you provide accurate credit card information and permit FastManager to receive immediate payment for all missed payments in addition to the next Term payment due. FastManager reserves the right to cease offering monthly renewal and billing for this Plan at any time after the first 30 days of your Plan. In such event, Plan members will be notified 30 days in advance that Term billing will cease on the next billing date. Eligible Plan members will have the option to renew with any then-offered service plan.

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**7. Disclaimer of Warranties.** THE SUPPORT SERVICES ARE PROVIDED "AS-IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FASTMANAGER, ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, (COLLECTIVELY, "SUPPLIERS") DISCLAIM ALL GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLAN, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, AND NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO 60 DAYS FROM THE DATE OF PURCHASE OF THE PLAN. HOWEVER, SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

**8. Limitation of Liability.** THE ENTIRE LIABILITY OF FASTMANAGER AND ITS SUPPLIERS FOR ANY REASON SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE PLAN DURING THE TERM IN WHICH ANY CLAIM ARISES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FASTMANAGER AND ITS SUPPLIERS ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOSS OF BUSINESS, TELECOMMUNICATION FAILURES, LOSS, CORRUPTION OR THEFT OF DATA, VIRUSES, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF FASTMANAGER OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT DOES FASTMANAGER ASSUME ANY LIABILITY TO ANY PARTY OTHER THAN THE VERIFIED PLAN MEMBER. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FASTMANAGER AND YOU. FASTMANAGER WOULD NOT BE ABLE TO HAVE PROVIDED THE SUPPORT SERVICES WITHOUT SUCH LIMITATIONS.

**11. Miscellaneous.** This Agreement (and any additional terms and conditions with which FastManager supplements this agreement) is a complete statement of the agreement between you and FastManager, and sets forth the entire liability of FastManager and its Suppliers and your exclusive remedy with respect to the Plan. The Suppliers, agents, employees, distributors, and dealers of FastManager are not authorized to make modifications to this Agreement, or to make any additional representations, commitments, or warranties binding on FastManager. Any waiver of the terms herein by FastManager must be in a writing signed by an authorized officer of FastManager and expressly referencing the applicable provisions of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be, to that extent, deemed omitted and the remaining provisions will continue in full force and effect. This Agreement will be governed by Florida law as applied to agreements entered into and to be performed entirely within Florida, without regard to its choice of law or conflicts of law principles, and applicable federal law. The parties hereby consent to the exclusive jurisdiction and venue in the state and federal courts in Palm Beach County, Florida. Headings are included for convenience only, and shall not be considered in interpreting this Agreement.

**12. Privacy Statement.** Your use of the Plan is subject to FastManager's privacy policies, as may be amended from time to time, as set forth in the FastManager Privacy Statement. By registering for this Plan, you consent to the user of your personally identifiable information in accordance with such privacy statement.

**13. Refund Policy.** A Plan member may cancel Plan membership during the first 30 days from the date of purchase and obtain a refund for the amount paid if the Plan member has made no use of the Plan. If, during the first 30 days of the Plan, the Plan member has talked to or received an e-mail response from a technical support representative one or more times no refund will be given. After the first 30 days, no refund will be given when automatic renewal is cancelled.

**14. Termination.** Your rights under this Agreement may be terminated by FastManager immediately and without notice if you fail to comply with any term or condition of this Agreement. Any termination of this Agreement shall not affect FastManager's rights hereunder.