

## Purchase Terms and Residual Fees

The annual subscription to the **Webstore** service allows you to have a public, consumer Webstore hosted by Bookmanager. We also bill for site usage (online checkout) based on sales volume twice per year, **and this is an additional charge beyond the annual subscription.** Please visit the **For Bookstores → Canadian Pricing / US Pricing** menus at **bookmanager.com** for more information on webstore sales volume billing, or contact us at **250-763-4415** or **mail@bookmanager.com**.

Purchases of **gift cards**, and participation in our gift card service, includes online tracking of gift card transaction data. A loading fee is charged each time a gift card is loaded with value, and we bill for this twice per year. **This is an additional charge beyond the initial purchase of the physical cards.** Loading fees are outlined on the **For Bookstores → Gift Cards** menu at **bookmanager.com**. There is an option in Bookmanager to choose to have only "Local" storage of Gift Card balances and history (i.e.: gift card transaction history data is stored only within your local Bookmanager files, and not sent online to us), but this is **VERY RISKY**. Hardware failure or local data loss/corruption could compromise the stored activity leaving you without a means to find the present value or activity on cards. Daily backups may not help if lost card activity data is not immediately discovered. Online ("Remote") storage will provide added security, better history, and the ability for customers to redeem gift cards online in the webstore. **Bookmanager is NOT responsible for any data loss.**

**Financing** is offered with the understanding that the first payment is due at the time of system purchase, with the remaining agreed upon monthly payments scheduled one month apart from that date. We accept payment via credit card or post-dated cheques / EFT (EFT is available to Canadian users only).

**We reserve the right to suspend service at any time if payments are not made on time.** This applies to scheduled, monthly financed payments, or standard invoices due in the usual 30 days. Services unrelated to the late payment / overdue invoice can be suspended at any time.

Any **discounting** on software, annual subscriptions or other services is at Bookmanager's discretion and in most cases, will be revisited on an annual basis as these subscriptions are renewed. Therefore, a discount extended in one year may not be extended in subsequent years.

Hardware, labels, and gift card orders must be **prepaid** in advance before processing your order. Data subscriptions, software, and other digital services may qualify for terms, due within 30 days of the invoice date.

Bookmanager offers a **90-day in-house warranty** from the invoice date on **hardware** purchased through us. After that, the Purchaser must go through the manufacturer's warranty. Bookmanager is not responsible for replacing any hardware that fails after our 90-day warranty.

Bookmanager will offer a **temporary loaner replacement** for hardware that needs to be returned to the supplier for repairs or replacement during Bookmanager's 90-day warranty period. The Purchaser is responsible for the cost of shipping the loaner to their address as well as shipping it back to Bookmanager, but no loaner fees will be required for the loaner hardware itself. If the loaner hardware is required outside of Bookmanager's 90 day return policy, the store will be charged a loaner fee addition to the cost of shipping. The loaner hardware can be borrowed for a maximum of 4 months from the day the store was charged the fee. If the loaner hardware is not returned within 4 months, the store will be charged the full retail value of the loaner hardware.

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## IMPORTANT INFORMATION ABOUT DATA

### Permitted use

Data services are to be used only by the Subscriber, who has been given a user-name and password, and are to be used for internal purposes only. Downloaded information, in whole or part, cannot be resold or given to a third party without expressed permission. We reserve the right to limit the number of computers, locations or IP addresses that access or use these services. We reserve the right to immediately discontinue services for any reason whatsoever, including misuse or exceptional volume of use. In such case, we will refund the unused portion.

### Limitations of Liability

**THE SUBSCRIBER FULLY ACCEPTS THAT THESE SERVICES ARE BEING PROVIDED WITHOUT ANY GUARANTEE OF ACCURACY OR LEVEL OF PERFORMANCE.**

In no event will the Subscriber hold us liable for any damages, including lost profits, future profits or any other incidental or consequential damages arising from the use or inability to use these services or data even if we have been advised of the possibility of such damages. At any time the Subscriber may request to terminate subscriptions at which time we will reimburse each remaining paid full month.

**Payment for subscriptions, services, hardware, or goods indicates that the Subscriber accepts these terms and conditions.**