

# Important Service Information for HandiSoft Desktop Customers

The [Standard Terms and Conditions](#) must be read together with this agreement.

## 1. Grant of rights

- 1.1. Subject to your payment of the Licence Fee, The Access Group grants to you a non-exclusive licence ("Licence") during the Term to use the Software and Documentation at the Site, for your own internal purposes only, on the terms and conditions set out in this Agreement.
- 1.2. The Licence entitles a single accounting practice to install and operate the Software for one site of access only, notwithstanding it may be connected with other associated branches, affiliates and subsidiaries through a central server and/or a hosting environment and is limited to the number of concurrent network Users specified on the Invoice and the Software for that particular Site. You must purchase the Software for each location and site of access. In the avoidance of doubt, the Licence is Site- specific and individual accounting practice must have its own individual Licences.
- 1.3. If there is a limit to the number of Users of the Software, number of networks, or other restriction specified on the Invoice and in the Software, or otherwise imposed upon the Licence under this Agreement, the Licence to use the Software will be restricted accordingly. You may only increase the limits specified in the Invoice or Licence by paying such fees as are applicable to the increased limits. No reduction of Licence Fees will be provided in the event any limits are reduced during the Term.
- 1.4. If your accounting practice shares offices with another unrelated accounting practice, both accounting practices must purchase the Software in their own right, even if the parties share a common computer system.

## 2. Your obligations

- 2.1. You are not permitted to purchase the Software with an additional tax agent reference number for use by another tax agent without The Access Group's written consent.
- 2.2. Subject to this Agreement, and to any non-excludable provisions at law (including the Copyright Act 1968 (Cth)), you must not, and must not allow or cause any other person to:
  - 2.2.1. access, install or use the Software other than at the Site in accordance with this Agreement; and
  - 2.2.2. use the Software for sublicensing, timesharing, rental, facility management, service bureau usage, or third-party training purpose.

## 3. Configuration and installation

- 3.1. The Software may only be installed on a computer at the Site. Please note, **Site** means the geographical location of access address specified in the Invoice.

- 3.2. The Index File provided with the Software is specific to you, the Licensee. Any change will require a new Index File. You must not circumvent the Index File system needed to operate the Software or use an index file which has not been provided to you by The Access Group. Please note, **Index File** is an unlock key which allows access to the nominated Software modules and specified number of concurrent network Users to access the Software.

### Information regarding additional agents

Where you purchase an additional tax agent reference number, this is not an additional licence. It is simply an addition to your program to lodge tax returns under another tax agent name and number. It in no way allows you, the licence holder, to give a copy of the Software to the additional tax agent. You are not permitted to purchase the Software with an additional tax agent reference number for use by another tax agent without The Access Group's written consent.

### Connected Services Terms of Use

By accessing or using The Access Group's Connected Services, you acknowledge and accept the following Terms of Use.

The Access Group may at any time amend this Terms of Use and the Licence Agreement without notice.

### ELS-SBR Embedded Client Software

You acknowledge and agree that ELS- SBR Embedded Client software is not a proprietary software belonging to The Access Group and that you agree to comply with the following:

#### *ELS-SBR Embedded Client end user licence*

*This financial and accounting software includes ELS-SBR Embedded Client software (Software) sourced from the ATO. Subject to the following, you may:*

- *use the Software (in unmodified form) solely as part of this financial and accounting software, and*
- *make copies of the Software for back-up purposes only.*

*All other rights in the Software are reserved. In particular, you may not (under this end user licence):*

- *sub-licence or distribute the Software in whole or in part,*
- *decompile, reverse engineer, disassemble or reproduce the source code for the Software, or*
- *modify the Software in any way (including by removing any copyright or notice files).*

*Requests for other uses of the Software can be sent by e-mail to [SBRServiceDesk@sbr.gov.au](mailto:SBRServiceDesk@sbr.gov.au).*

*This end user licence terminates automatically if you fail to comply with any of these end user licence provisions. The laws in force in the Australian Capital Territory apply to this end user licence.*

## *Software product information*

### *The ATO:*

- *provides the Software “as is” and without charge;*
- *gives no express or implied warranties (and to the full extent permitted by law excludes all statutory warranties) in relation to the Software (including as to its performance or fitness for a particular purpose); and*
- *will not be liable in any way for any loss or damage (including special, indirect or consequential) arising from or in connection with the Software or its use or performance.*