

Subscription terms for using WIOsoft

Ver 2.0
May 2011



Terms for using the WIOsoft application

We provide access to an online rental program used to manage rental business.

This subscription gives you the right to use the WIOsoft application. We are only signing contracts with companies and therefore you will need to provide a valid VAT number to sign up for a system.

You need to read and agree on these terms in order to use WIOsoft. These terms are also sent together with the access codes to the system.
You are not allowed to sign these terms on behalf of other or third part.

We are not offering free subscription for test purpose / demo system. We provide a demo system online, which reset every second hour. We also have a product called WIOfree which are free of charge for using, but it has a limit on numbers of users and orders, it is not limited on a functional level. We kindly ask you to test this first, as we don't do refunds.

The product

By agreeing with this term and proceeding with payment, we give you the right to use our application for a period limited to the period you have pre-paid for. You do not buy the application – but the right to use it online (you are not allowed to copy our application). When your subscription expires you can either cancel or extend your system. Your contract follows the prepaid period, so the contract cannot be cancelled and refund is not given. So be sure before signing and paying a order for wiosoft.

Changing plan is subject to a fee.

If you want to try it – please sign up for WIOfree or try the online demo. It has all basis functions, but are limited on numbers of orders and users. As we are not doing refund, this is strongly recommended.

We are improving and working with WIOsoft. We reserve the right to change functions at all times. Your system is updating automatically.

WIOsoft owns the application, and you are not allowed to copy and abuse it. You are allowed to store your data in it.

Support:

We are offering support on e-mail, a forum and a youtube videochannel for free. Phone support is subject to charge, prices can be found on wiosoft.com
WE ONLY SPEAK ENGLISH AND DANISH!!

Functions:

At all times, we reserve the right to change/improve functions.

Prices:

The price for subscription will not raise more than net price index. We automatically raise it every year.
The price for services, fees etc. Are adjusted in relation to suppliers and market condition. F.inst. change in credit cards fees.

Liability and loose of data:

The liability of WIOsoft is limited to intentional misconduct, but never more than stated below.

We are not responsible for loss or damage at the customer directly or indirectly.

We are not liable for third party supplier's f.inst. broadband or cable errors.

Wiosoft maximum liability is DKK 10.000 (ten thousand Danish kroner) and always lesser than the value of payments from the customer in the last 12 month.

You are responsible for the use of the system. We are providing the application, but you use it on your own risk. Please note, that this is a general rental system, and your local law may have demands which we do not fulfill. We can not be held responsible, for this or other book keeping issues.

As we are not liable for loss of data, third party errors we strongly recommend to frequently download a copy of all data and to keep a paper copy.
You are responsible for the persons, whom you grant access to your system. If they provide damage to you or our soft or hardware, you will be held liable.

Data security:

We strongly recommend to use SSL to connect WIOsoft.

We always evaluate our security and keep it up-to-date.

We do only handle data on behalf and by instruction from costumers. We do not sell or disclose to third party.

We are subject to terms from the Danish "Datatilsynet" about personal information's.

As it is your data, you are also responsible for not registering information's violating with local law.

We are daily doing backup of all data. This is in case of virus, hacking, malware etc. We can not give you this backup file.

We are not able to turn back your system to a certain time or recall deleted orders, as we only keep backup files in case of the mentioned circumstances.

System changes and development

If you want to hire us to make changes for you especially, if it is possible, we will quote a price or state a hourly wage.

The subscription, cancellation and payment.

Subscription:

You subscribe online at our website where you also agree the terms. The length of the contract follows the prepaid period.

Payment and lack of payment:

You are asked for a subscription period and thereafter prepaying this period. The length of the contract is equal to this. If you decide to cancel your subscription within the prepaid period, we will not make a refund. Please try our demo or free system before signing a contract.

If the system is not paid on time (it is your responsibility to keep your creditcard details updated), we will sent you a e-mail and close your access. If your invoice isn't paid afterwards, we will cancel your contract and close the access to the system/delete data.

We only provide invoices on e-mail. It is your responsibility always to provide a valid and active e-mail address.

Cancellation:

The contract follows the prepaid period. The contract for access to our application will expire when the prepaid period expire. You cannot cancel the contract prior to this. We don't do refunds on cancellation or systems not being used.

You are not allowed to sell or give access to third party outside your organization.

In case of abuse the access to the system will be closed immediately. This is not subject to refund.

Data:

The customer owns their data, and have the right to use our application in the period for the contract. The customers are having access to download data in PDF and some data in excel.

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The customer can buy a copy of data, in f.inst. csv or access. This is subject to charge. Price is quoted. As long as your application is active/paid you can download a copy of your data in PDF.

After a contract expires, we will delete the system and data. We are not able to recreate this data.

Especially for wiofree:

Especially for wiofree, we delete your system if there have been no logins registered for 30 days. We will send out a warning to you on the e-mail address provided by you prior to this. As a WIOfree customer, you will receive advertisements on e-mail.

E-mails:

Information about system maintain and updates are provided on emails only.
Some e-mails can contain marketing, especially WIOfree customers.

Operating stability and access

We try our best to keep our application online. We will normally do updates and maintain in the early morning. There are some factors; we are not liable from third party and supplies.

If our application is unavailable for more than 24 hours, we will extend your contract for free 1:1.
Please read the liability carefully

Disputes:

These terms shall be governed by construed in accordance with the laws of Denmark and the Danish courts shall have exclusive jurisdiction.