

EXACTOR End User License Agreement

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CONTACT US

For More Information about Exactor's Tax Compliance Services feel free to contact your Exactor representative for a consultation on how you can focus on your business while reducing compliance cost and risk with Compliance Services.

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Call 800.851.8226 or Email Sales.Support@exactor.com

With over ten (10) years of experience automating sales tax compliance, Exactor is the premier provider of Sales Tax Compliance Services. Exactor's fully automated SaaS System has been revolutionizing transaction-related tax compliance by providing an enterprise level solution for secure, reliable and accurate sales tax compliance efforts, including calculating taxes in all commercial environments, record keeping, tax processing and the generating and filing of tax returns. Exactor's dynamic Software Suite offers a simple and seamless integration of the Exactor Sales Tax Calculation Module into any business and transaction platform where real time calculation is required. The Exactor engine will then automate the process of generating and filing the returns, so that the user can focus on their sales and running the business, trusting Exactor to manage their transaction taxes. The Exactor suite offers a high level of automation, rapid delivery, and highly scalable results, ensuring an on time, on budget, enterprise-class tax solution to fit the needs of any business.

To learn more visit us at www.exactor.com Exactor® is a registered trademark owned by Exactor, Inc.

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PLEASE READ CAREFULLY THE FOLLOWING TERMS BEFORE ACCESSING THIS WEBSITE, VIEWING THE INFORMATION CONTAINED THEREIN AND USING THE SERVICES PROVIDED THEREBY.

By accessing the EXACTOR website located at Exactor.com, or any other EXACTOR managed or operated website (collectively, "Web Site"), or using information posted to this Web Site, You accept the terms and conditions stated in this Agreement. If You do not accept the terms of this Agreement, You may not access this Web Site or use the information contained in this Web Site. If You have any questions about this Agreement, or about accessing and using this Web Site, please contact us at our contact page.

We may amend this Web Site Access and User Agreement ("Agreement") at any time by posting the revised terms on our Web Site. Your access into the EXACTOR Web Site and the use of any information contained therein shall be governed by the terms and conditions of the Agreement prevailing at the time of each such access and use. The revised terms of the contract shall automatically be effective upon their first posting into the web-site and being publicly accessible and shall replace and supersede any terms and conditions previously posted. The revised terms and conditions shall govern any access into the Web Site and use of information contained therein effectively conducted after such posting. Other than by posting of such revised terms on our Web Site, this agreement may not be amended or modified except in a written document signed by EXACTOR.

WHAT IS EXACTOR?

EXACTOR (referred to throughout this Agreement as "EXACTOR" or "We") has developed the original comprehensive and fully automated compliance technology for sales, use and VAT taxes imposed upon online transactions. The Company uses sound business techniques and seeks to provide the consumer with a safe and secure experience. Even though the Company applies and follows strict rules and policies pertaining to the services provided and information posted on its Web Site, there are certain limitations that you should be aware of and understand. EXACTOR does not screen, review or control information posted to its Web Site by third parties. More-over, EXACTOR has no control what-so-ever over web sites that are linked-to and from the EXACTOR Web Site, and the information contained therein – whether they are accurate in nature, do they infringe upon the rights of any-one else, and what is generally contained in such web-sites. EXACTOR periodically will scan such linked website, but, nevertheless, cannot be held responsible for their content. Therefore, it is important that you use care throughout your dealings with other people in any transaction taking place through, or with the assistance of, the EXACTOR Web Site, just as you would exercise in any other commercial activity.

PLEASE CAREFULLY READ THE FOLLOWING TERMS OF USE BEFORE ACCESSING AND USING THIS WEBSITE.

By accessing the EXACTOR Web Site, or otherwise using information posted to the Web Site, you accept the terms and conditions stated in this Agreement. If you do not accept the terms of this Agreement, you may not access this Web Site or use the information contained in this Web Site. If you have any questions about this Web Site Access & User Agreement, or about accessing and using the information contained in this Web Site, please refer to our Frequently Asked Questions, or feel free to contact us at our contact page.

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FEES

Accessing the EXACTOR Web Site and using the information contained herein is free. As described above, third party retailers to whose website you may link to from the EXACTOR Web Site, may impose different rules and conditions, and require sign-up fees, purchase fees or other fees for accessing their website or purchasing goods from them.

VERIFICATION

EXACTOR's Web Site acts only as a venue to, among other things, facilitate the transfer and exchange of information pertaining to the EXACTOR SUITE of products and services. Even in transactions that use the EXACTOR SUITE, we are not involved in the actual transaction. EXACTOR has no control over the accuracy, quality or legality of information linked to and from the EXACTOR Web Site, or that uses the EXACTOR SUITE. Additional risks arise out of dealings with foreign retailers who may operate under unknown sets of rules, or people acting under false pretense or making deceitful representations. Because user authentication on the Internet is difficult, EXACTOR cannot and does not confirm that each user who accesses its Web Site is who they claim to be.

IN GENERAL, WE ENCOURAGE YOU TO CONDUCT YOURSELF AND EXERCISE REASONABLE, SAFE BUSINESS PRACTICES AS YOU WOULD IN ANY OTHER COMMERCIAL ACTIVITY REGARDLESS WHETHER OR NOT CONDUCTED VIA THE INTERNET.

NON-INTERFERENCE

You will not yourself, or allow or enable another, to directly or indirectly interfere or attempt to interfere with the operations of the EXACTOR Web Site, the services provided by EXACTOR and any activity conducted on the EXACTOR Web Site. You will not take any action that may impose an unreasonable or disproportionately large load on our computing infrastructure. You will not insert any material that may contain any viruses, Trojan horses, worms, time bombs, or other software routines that may damage, interfere with, intercept or otherwise adversely affect the EXACTOR computer systems. You are solely responsible for your password used to access the EXACTOR Web Site, and you will not disclose it to anyone else or share it with any third party or otherwise use it for any unauthorized purpose.

EXACTOR may, from time to time, in its sole discretion, initiate feedback information. You will not take any action that will undermine the integrity of the feedback system, such as falsifying information about yourself or about any other party, using aliases or otherwise attempt to manipulate the feedback.

Other rules regarding EXACTOR are posted at various pages throughout the EXACTOR Web Site. These rules have as binding an effect as this Web Site Access and User Agreement and are incorporated into this Agreement by reference and may be subject to change by EXACTOR without prior notice and in its sole discretion.

INFORMATION & PRIVACY

EXACTOR cannot and does not control information that other users make available through the EXACTOR Web Site. Even though prohibited by this Agreement and by EXACTOR's general policies, people may nevertheless provide information that is false, harmful, or deceptive. EXACTOR cannot and will not be held responsible or liable for any such information and the reliance thereupon. EXACTOR has the Sales Tax Software Privacy Policy that covers its use of information that you provide us through our Web Site or other EXACTOR SUITE related services, which is incorporated herein by reference and the terms of which you acknowledge that you have read and accept and agree to abide by such terms. By entering into this Agreement, you authorize EXACTOR to use any of your such personal information it may have in its possession subject to the terms and conditions of said Policy. This policy may change in the future and the then-current policy shall govern at any given point in time. Please check this policy from time to time for possible changes that may have been made.

You are solely responsible for any information that you provide to us or to any other person during and in the course of any activity conducted with regard to and through the EXACTOR Web Site and the services provided in connection therewith. We may take any action with respect to such information we deem necessary or appropriate in our sole discretion in order to avoid potential liability, losses or disruption to our services. You hereby grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license to exercise any right you have in such information, including copyrights and publicity rights in any media now known or not currently known, in accordance with the EXACTOR Privacy Policy and to further the goals contemplated by this Agreement.

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BREACH & TERMINATION

You agree that EXACTOR may, in its sole discretion, terminate this Agreement, or any commercial activity or other use of the services provided by EXACTOR under this Agreement and through the EXACTOR Web Site immediately and without any further notice, if EXACTOR is of the opinion that you have acted inconsistently with the obligations or the spirit of this Agreement or of other EXACTOR policies; or if EXACTOR is of the opinion that you have infringed upon or tried to infringe upon the proprietary rights of others; if any information that you have provided EXACTOR is found to be false or that we have been unable to authenticate or verify the veracity of such information.

WARRANTY

You agree that use of EXACTOR's services is at your sole risk and that the services provided through the EXACTOR Web Site and the information contained therein are provided on an "as is" and an "as available" basis. EXACTOR expressly disclaims all warranties of any kind, express or implied, including, but without limitation, any implied warranty of merchantability, fitness for a particular purpose and non-infringement. EXACTOR makes no warranty that the services will meet your requirements, that they will be uninterrupted, timely, secure, or error free. Nor does EXACTOR make any warranty as to the results that may be obtained from the use of the services or as to the accuracy or reliability of any information obtained from the EXACTOR Web Site. You understand and agree that any material and/or data downloaded from the EXACTOR Web Site or any services obtained through the services provided by EXACTOR is done at your sole discretion and risk and that you will be solely responsible for any damage resulting from any such download or use of such information or other related transaction. No advice or information that you may obtain from EXACTOR or through the services provided by EXACTOR shall create any warranty not expressly stated therein.

LIMITATION OF LIABILITY

In the event that you have a dispute with any other user of the EXACTOR SUITE, user of EXACTOR related services or information, or a retailer to whom you linked to by using EXACTOR related services or information, you agree to release EXACTOR, and its agents, officers, directors and employees from any and all claims, demands and damages (actual or consequential) of every kind and nature, disclosed or undisclosed, arising out of or in connection with any such dispute ("Claim or Demand"). You agree to indemnify and hold EXACTOR (including, its officers, directors, employees, agents and representatives) harmless from any such Claim or Demand, including, without limitation, any Claim or Demand that may arise from or in connection with, your failure to abide by the terms and conditions of this Agreement. If you are a California resident, you agree to waive California Civil Code Section 1542, which says in part that: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him might have materially affected his settlement with the debtor."

IN NO EVENT SHALL EXACTOR BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES PROVIDED BY EXACTOR OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, OR RESULTING FROM ANY DATA, INFORMATION OR SERVICES OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR ARISING FROM OR IN CONNECTION WITH THE SERVICES PROVIDED BY EXACTOR OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSIONS OR DATA, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF EXACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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GENERAL PROVISIONS

You agree to comply with all applicable laws, statutes, ordinances, and regulations regarding your use of the EXACTOR Web Site, the services provided therein, and the participation in any active commercial activity conducted in or through the EXACTOR Web Site. Other than as exclusively stated in this Agreement, there is no agency, partnership, joint venture, employer, employee, franchiser or other legal relationship between EXACTOR and yourself.

This Agreement, its terms and conditions, and the relationship between you and EXACTOR shall be governed in all respects by the laws of the State of Virginia, as such laws are applied to agreements entered into and performed entirely within the State of Virginia. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck to the extent of such invalidity or unenforceability, and the remainder thereof, as well as the remaining provisions of this Agreement shall be fully enforced. The failure of EXACTOR to act with respect to a breach by you or others does not waive our right to act with respect to subsequent similar, or the same, breach. This Agreement sets forth the entire understanding and agreement between us with respect to the subject matters hereof and may not be amended other than as provided for in this Agreement.

You agree that regardless of any statute or law to the contrary, any contract arising out of or related to use of the services provided by EXACTOR or otherwise arising out of or related to the terms and conditions of this Agreement, must be filed within 1 (one) year after such claim or cause of action first arose or shall be forever barred. The EXACTOR Web Site may contain links to and from other Web Sites on the Internet that are owned and operated by other parties. You agree and acknowledge that EXACTOR is not responsible for the availability of, or the content located on or obtained through any such other Internet website. If you have any concerns regarding such links or the content located on such other website, you should contact the Webmaster or site administrator for those respective website. EXACTOR does not verify the accuracy of the information and content provided for in such third-party website, and providing such information or links cannot and should not be construed as support, backing, or other endorsement by EXACTOR of such site and/or information.

EXACTOR's trade name, logo, trademark, software, databases, reports, Web Site and information are proprietary, and EXACTOR retains all rights, title and interest therein. By accessing the EXACTOR Web Site and using the information contained herein, or otherwise using EXACTOR related services, you do not acquire any rights or licenses over such or over EXACTOR's assets, rights or licenses, other than as what is explicitly granted to you under this agreement. You may not use the information contained in, or through the services provided by, the EXACTOR Web Site other than for the explicit purposes contemplated by this Agreement. You may not transfer, or otherwise provide access to, such information to any unauthorized third party, and you may not use such information other than for the specific purposes described in this Agreement.

Thank you for your support of EXACTOR, Inc, and the services provided through this Web Site. We welcome you to enter into the EXACTOR Web Site, and benefit from the EXACTOR SUITE services provided.

If you have any questions or complaints regarding EXACTOR'S end user license agreement please contact us using one of the options below.

On line: Contact Us Fax: 866-854-9359 Phone: (866) 605-3378
E-mail: Customer.Support@exactor.com