



taxcalc 2009
full eula

END-USER LICENCE AGREEMENT: TAXCALC 2009

IMPORTANT – READ CAREFULLY: This End-user licence agreement (“EULA”) is a legal agreement between you and Acorah Software Products Limited (“ASP”) for the appropriate TaxCalc software below, which includes computer software and may include associated media, printed materials, and “online” or electronic documentation (“Product”). An amendment or addendum to this EULA may accompany the Product.

YOU AGREE TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING OR OTHERWISE USING THIS PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE PRODUCT.

In addition, by installing, copying or otherwise using updates that you receive as part of the Product (“Updates”), you agree to be bound by the additional licence terms that accompany such Updates. If you do not agree to the additional licence terms that accompany such Updates, you may not install, copy or otherwise use such Updates.

TaxCalc 2009 Products

This EULA pertains to the following 2009 products:

- (i) TaxCalc Personal
- (ii) TaxCalc Lite
- (iii) TaxCalc Partnership
- (iv) TaxCalc Business
- (v) TaxCalc Pro
- (vi) TaxCalc Pro Suite
- (vii) TaxCalc Trust Solo
- (viii) TaxCalc Unlimited Trusts

1 GENERAL GRANT OF LICENCE

1.1 TaxCalc Personal (2009)

- 1.1.1 Use of this product is authorised to one individual according to the terms of this EULA.

1.1.2 The Product may NOT be used on a professional basis i.e. not to be used for any fee based tax preparation services or to assist in providing tax or financial advice to clients.

1.1.3 You may use the Product to prepare up to six tax returns, comprising any combination of the SA100 series return forms and the R40 repayment return.

1.1.4 If you have purchased the appropriate upgrade or product variation, you may prepare up to six additional SA100/R40 returns; and/or one, two or five SA900 trust tax returns.

1.1.5 The Product is intended only for use:

- (i) within the United Kingdom; and
- (ii) for the tax year 2008-09.

Any use of the Product outside of the United Kingdom and/or for a tax year other than as identified, is at your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by you.

1.2 TaxCalc Lite (2009)

1.2.1 Use of this product is authorised to one individual according to the terms of this EULA.

1.2.2 The Product may NOT be used on a professional basis i.e. not to be used for any fee based tax preparation services or to assist in providing tax or financial advice to clients.

1.2.3 You may use the Product to prepare one tax return, comprising of either an SA100 series return (SA100 core return plus the Employment pages and certain Additional Information boxes) or an R40 repayment return, subject to a maximum total income of £30,000.

1.2.4 The Product is intended only for use:

- (i) within the United Kingdom; and
- (ii) for the tax year 2008-09.

Any use of the Product outside of the United Kingdom and/or for a tax year other than as identified, is at your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by you.

1.3 TaxCalc Partnership (2009)

1.3.1 Use of this product is authorised to one individual according to the terms of this EULA.

1.3.2 The Product may NOT be used on a professional basis i.e. not to be used for any fee based tax preparation services or to assist in providing tax or financial advice to clients.

1.3.3 You may use the Product to prepare up to six tax returns, comprising any combination of the SA100 series return forms and the R40 repayment return; and one SA800 partnership series tax return.

1.3.4 If you have purchased the appropriate upgrade or product variation, you may prepare up to six additional SA100/R40 returns; and/or two SA900 trust tax returns.

1.3.5 The Product is intended only for use:

- (i) within the United Kingdom; and
- (ii) for the tax year 2008-09.

Any use of the Product outside of the United Kingdom and/or for a tax year other than as identified, is at your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by you.

1.4 TaxCalc Business (2009)

1.4.1 Use of this product is authorised to one individual according to the terms of this EULA.

1.4.2 The Product may NOT be used on a professional basis i.e. not to be used for any fee based tax preparation services or to assist in providing tax or financial advice to clients.

1.4.3 You may use the Product to prepare up to six tax returns, comprising any combination of the SA100 series return forms and the R40 repayment return; and one CT600 limited company tax return.

1.4.4 If you have purchased the appropriate upgrade or product variation, you may prepare up to six additional SA100/R40 returns; and/or one additional CT600 limited company tax return; and/or one or two SA900 trust tax returns.

1.4.5 The Product is intended only for use:

- (i) within the United Kingdom; and
- (ii) for the period to 30 April 2010 for forms CT600; and
- (iii) for the tax year 2008-09.

Any use of the Product outside of the United Kingdom and/or for a tax year other than as identified, is at your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by you.

1.5 TaxCalc Pro (2009)

- 1.5.1 Use of this product is authorised to one firm according to the terms of this EULA.
- 1.5.2 You may use the Product to prepare:
- (i) an unlimited number of SA100 series returns
 - (ii) an unlimited number of R40 repayment returns
 - (iii) an unlimited number of SA800 series partnership returns
- 1.5.3 If you have purchased the appropriate upgrade or product variation, you may prepare an unlimited number of SA900 trust tax returns; and/or use the Product over a network; and/or allow more than one user.
- 1.5.4 The Product is intended only for use:
- (i) within the United Kingdom; and
 - (ii) for the tax year 2008-09.

Any use of the Product outside of the United Kingdom and/or for a tax year other than as identified, is at your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by you.

1.6 TaxCalc Pro Suite (2009)

- 1.6.1 Use of this product is authorised to one firm according to the terms of this EULA.
- 1.6.2 You may use the Product to prepare:
- (i) an unlimited number of SA100 series returns
 - (ii) an unlimited number of R40 repayment returns
 - (iii) an unlimited number of SA800 series partnership returns
 - (iv) an unlimited number of CT600 series company tax returns
- 1.6.3 If you have purchased the appropriate upgrade or product variation, you may prepare an unlimited number of SA900 trust tax returns; and/or use the Product over a network; and/or allow more than one user.
- 1.6.4 The Product is intended only for use:
- (i) within the United Kingdom; and
 - (ii) for the period to 30 April 2010 for forms CT600; and
 - (iii) for the tax year 2008-09 for all other forms.

Any use of the Product outside of the United Kingdom and/or for a tax year other than as identified, is at your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by you.

1.7 TaxCalc Trusts Solo (2009)

- 1.7.1 Use of this product is authorised to one individual according to the terms of this EULA.
- 1.7.2 The Product may NOT be used on a professional basis i.e. not to be used for any fee based tax preparation services or to assist in providing tax or financial advice to clients.
- 1.7.3 You may use the Product to prepare a single SA900 series trust tax return.
- 1.7.4 The Product is intended only for use:
 - (i) within the United Kingdom; and
 - (ii) for the tax year 2008-09.

Any use of the Product outside of the United Kingdom and/or for a tax year other than as identified, is at your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by you.

1.8 TaxCalc Unlimited Trusts (2009)

- 1.8.1 Use of this product is authorised to one firm or person according to the terms of this EULA.
- 1.8.2 You may use the Product to prepare an unlimited number of SA900 series trust tax returns.
- 1.8.3 The Product is intended only for use:
 - (i) within the United Kingdom; and
 - (ii) for the tax year 2008-09.

Any use of the Product outside of the United Kingdom and/or for a tax year other than as identified, is at your own risk and, to the maximum extent permitted by applicable law, ASP accepts no liability for any resulting losses suffered by you.

2 RIGHTS AND LIMITATIONS

2.1 Limitation on Reverse Engineering, Decompilation and Disassembly

You may not reverse engineer, decompile or disassemble the Product.

2.2 Termination

Without prejudice to other rights, ASP may cancel this EULA if you do not abide by the terms and conditions of this EULA, in which case you must destroy any copies of the Product and all of its component parts.

2.3 Not for Resale

The Product may not be resold, transferred or used for any other purpose other than its original purpose.

2.4 Updates

2.4.1 All Updates shall be considered part of the Product and subject to the terms and conditions of this EULA.

2.4.2 Additional license terms may accompany Updates (as defined in the first paragraph of this EULA).

2.4.3 By installing, copying, or otherwise using any Updates, you agree to be bound by the terms accompanying each such Update. If you do not agree to the additional license terms accompanying such Update, do not install, copy, or otherwise use such Update.

3 EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES

To the maximum extent permitted by applicable law, in no event shall ASP or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) arising out of or in any way related to the use of or inability to use the Product, the provision of or failure to provide Support Services, or otherwise under or in connection with any provision of this EULA, even in the event of the fault, tort (including negligence), strict liability, breach of contract, or breach of warranty of ASP or any supplier, and even if ASP or any supplier has been advised of the possibility of such damages.

The Product is intended to assist you in the preparation of tax returns. It does not and cannot verify the accuracy or correctness (including continuing correctness) of the material entered by you and/or populated from a database stored within the Product, calculate tax liability definitively nor assist in the organisation of tax affairs.

Whilst every reasonable effort has been made to ensure that the personal tax computation, corporation tax computation, illustrations and examples made using the Product are correct, **it is your responsibility** to ensure that you are satisfied with them and that any tax form produced on the basis of them accurately and completely reflects income and tax affairs. If you are in any doubt in relation to these matters, you must seek appropriate professional advice.

4 LIMITATION OF LIABILITIES AND REMEDIES

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of ASP and any of its suppliers under any provision of this EULA and your exclusive remedy for all of the foregoing (except for any remedy of repair or replacement elected by ASP with respect to any breach of the Limited Warranty) shall be limited to the amount actually paid by you for the Product. The foregoing limitations and exclusions shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

5 THIRD PARTIES

- 5.1 TaxCalc requires an installation of Adobe Acrobat Reader in order to provide certain features of the software.
- 5.2 TaxCalc requires a connection to the internet in order to file a tax return online and for the TaxCalc Update to function. It is your sole responsibility to establish and maintain adequate access and to provide and maintain all necessary equipment.
- 5.3 HM Revenue & Customs (HMRC) provides a service allowing the filing of certain tax returns online. ASP does not guarantee:
 - (i) that HMRC will continue such a service; and
 - (ii) the type of returns that the HMRC service will accept; and
 - (iii) the continuity of the HMRC service.
- 5.4 ASP is not in any way responsible for any interference with or interruption to your use of or access to the HMRC online filing service or TaxCalc Update. ASP may at any time change or discontinue any aspect of, availability or feature of its online functionality.
- 5.5 **You are responsible** for ensuring that the tax returns that you have submitted have been received and accepted by HMRC and, if necessary, for filing the tax returns manually.

6 DIVIDEND DATABASE

- 6.1 You acknowledge that the Intellectual Property Rights in respect of the Dividend Database are owned by SIX Telekurs UK Limited and used by ASP under licence and that you have no rights to this information other than in the preparation of SA100 series returns.
- 6.2 In addition to clauses 3 and 4 of this EULA, both ASP, SIX Telekurs UK Limited and their respective suppliers of information accept no liability for the accuracy, completeness or appropriateness of the financial information supplied, or the services provided, or for the functioning of the software it puts at your disposal.

- 6.3 You acknowledge that you are supplied with historical data applicable only to the 2008-09 tax year.
- 6.4 You acknowledge that the Dividend Database is available in the SA100 and SA800 modules only.

7 NOTICE AND RETURNS

- 7.1 Notifications from ASP concerning the Product and/or this EULA will be posted online and can be accessed via the appropriate web page(s) from **<http://taxcalc.com/appLinks/2009/EULA>**.
- 7.2 The most current version of this EULA can be located online at **<http://taxcalc.com/appLinks/2009/EULA>**.
- 7.3 You agree that it is your sole responsibility to routinely visit our website for notices concerning the Product and/or modifications to this EULA, and to ascertain how your use of the Product may be impacted. You consent to receive communications from ASP electronically and agree that all agreements, notices, disclosures and other communications that ASP provides to you electronically satisfy any legal requirements that such communications be in writing.
- 7.4 ASP may give you notification using other means such as email, post, and/or telephone. To provide notice, ASP will use the contact and/or registration information (if any) as provided by you. To ensure that you receive notices timely, you agree that it is your sole responsibility to promptly notify ASP of any change to your contact and/or registration information.
- 7.5 Any notification provided by you to ASP under this agreement must be made by email to **info@taxcalc.com** or by post, telephone or fax in accordance with the contact details provided on **<http://taxcalc.com/appLinks/2009/contact>**.
- 7.6 Any written correspondence to us must be sent via registered mail to the address provided on **<http://taxcalc.com/appLinks/2009/contact>**.

8 ENTIRE AGREEMENT

This EULA (including any addendum or amendment to this EULA which is included with the Product) are the entire agreement between you and ASP relating to the Product and the Support Services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals, and representations with respect to the Product or any other subject matter covered by this EULA. To the extent the terms of any policies or programs for Support Services conflict with the terms of this EULA, the terms of this EULA shall prevail.

9 COPYRIGHT

- 9.1 The Product (including all printed materials and user documentation) is protected by copyright and other intellectual property laws and treaties. Acorah Software Products Limited owns the title, copyright, and other intellectual property rights to the Product. The Product is licensed to you, not sold.
- 9.2 TaxCalc and SimpleStep® are registered trademarks of Acorah Software Products Ltd. Any other product names, marks, symbols, trade names, company names and/or logos which appear within this Product and related materials are the property of their respective owners and should be treated as such and appear through courtesy of such owners.

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