

Terms Of Service

Thank you for selecting Free Goodwill Accounting Software!

By using our software, subscription service and/or our website, you are deemed to have agreed to comply with our Terms of Service, as stated herein.

Subject to the following Terms of Services, we will license the software outlined in your "Goodwill Order Confirmation" e-mail. The software we license to you and the users in your business or organization is referred to as the "Service." The number of users permitted to access the Service in your business or organization is unlimited.

By using this Service, you are deemed to have confirmed an unconditional acceptance of our Terms of Service subject to the fact that you have the legal capacity to enter into contracts for yourself or for your organization. For Account Registration process, you are required to provide current and accurate information.

We reserve the right to change or modify our Terms of Service at any time without prior notice; however we will post any new Terms of Service on our website.

ACCOUNT USE

- Users must be 13 years or older to use this Service.
- Accounts and user logins may not be registered via automated methods.
- Separate Logins may be created for as many users as you like. However, sharing of user logins is not permitted.
- The security of your account and all user passwords must be maintained.
- This service must not be used for any illegal or unauthorized purposes, such as violating third party copyrights.

You are responsible for your account and all of its users' activity and posted content.

Paying Accounts, Billing And Cancellation

- A valid credit card is required for all accounts in order to continue using Goodwill Accounting after the conclusion of your free trial period.
- An upgrade from the free trial to a paying account will end your free trial. Following that, you will be billed for your first month immediately upon upgrading.

- You will be given a bill for using this Service in advance on a monthly basis. PLEASE NOTE that there will be no refunds or credits allowed, including upgrade or downgrade refunds or pro-rated months (i.e., credits for partial service months). And this Service will be terminated anytime you cancel.
- The monthly fees for Goodwill Accounting are exclusive of taxes or levies imposed by tax authorities. You remain responsible for payment of all such taxes or levies imposed on you as an account holder.
- Your credit card will be charged for any upgrade or downgrade at the new rate upon the start of your next billing cycle.
- In case you choose to downgrade your account, we are not liable for the resulting loss of content, features, or capacity.
- You bear complete responsibility for canceling your account, which can be done via our simple, no-hassle, web-based cancellation interface. We do not accept cancellations via email, phone, fax or letter.
- None of your content will be deleted upon cancellation. However, we will not be able to recover this information once deleted and are not liable for any loss resulting from cancellation.

Modifications To The Service And Prices

- We reserve the right to modify or discontinue the Service (or any part thereof) with or without notice to you.
- We are not liable to you or any third party for any modification, price change, suspension or discontinuance of the Service.
- Upon 30 days notice from us, prices of all Services, including but not limited to monthly subscription plan fees, are subject to change. Such notice will be posted to our website or the Service.

Ownership Rights

- You retain your profile and the content you provide to the Service. However, by setting your pages to be shared publicly, you agree to allow others to view and share your content.
- Content are not pre-screened. But we have the right to refuse or remove any content that is available via this Service.
- The look and feel of this Service is Copyright © 2012-2017 Next Update LLC. All right reserved. You may not duplicate, copy, modify, or reuse any portion of the HTML/CSS or visual design elements without our prior, express written permission.

Other Conditions

- Usage of this Service is at your sole risk. The Service is provided on an "as is" and "as available" basis. Technical support is only provided via email to paying account holders.
- You understand that we use third party vendors to help provide the Service to you.
- You understand that you must not modify the Service or another website to falsely imply association with the Service, our company or any other service we provide.
- You accept not to violate our copyright and not to reproduce, duplicate, copy, sell, resell, modify or exploit any portion of the Service or access to this Service without our prior, express written permission.
- You must not store or post pornographic, obscene, defamatory, threatening or otherwise objectionable content, or content that violates any person's intellectual property or links to such content, through the Service.
- You must not transmit any malicious programs such as viruses, worms and other code or programs intended to inflict harm.

Disclaimer Of Warranties

The Service Is Provided On An "As Is" And "As Available" Basis. We Expressly Disclaim All Warranties And Conditions Of Any Kind, Whether Express Or Implied, Including, But Not Limited To The Implied Warranties And Conditions Of Merchantability, Fitness For a Particular Purpose And Non-Infringement.

- no information or assistance, whether written or oral, provided by us or any third party to you shall create or extend any warranty.
- we do not warrant that our service will be uninterrupted or free of errors or omissions.
- we do not guarantee the privacy, security, authenticity and non-corruption of any information transmitted through this service or the internet.
- we shall not be responsible for any delays, errors, failure to perform, interruptions or disruptions in the software or services caused by or resulting from force majeure events, acts of third parties, omissions or conditions beyond our reasonable and foreseeable control.

Limitation Of Liability

Whether under any legal theory of warranty, contract, tort (including our negligence or the negligence of any third party), strict liability, or otherwise, we shall have no liability regarding the Service or other actions performed by us and relating in any way to this Terms of Service.

Under no circumstances, shall we or any third parties be liable for any special, indirect, incidental, or consequential damage or loss of any nature (such as damages for delay, damage to property, lost profits, death or injury to person, or any claims of those not a party to this Agreement) which may arise in connection with the Service or other acts performed under or relating to this Terms of Service.

Suspension Of Service Or Cancellation

We reserve the right to suspend or cancel your account access if we believe that your account is the source or target of a violation of any of these terms, or for any other situation we deem reasonably necessary.

Severability

If any provision herein shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Entire Agreement

Our current Terms of Service are our entire agreement with you and supersede any prior agreements or prior terms of service.

Applicable Law And Jurisdiction

Our Terms of Service are subject to the governing laws of the State of unlimited Pradesh, INDIA. Only courts of competent jurisdiction in Hyderabad, Andrew Pradesh shall have original jurisdiction over any disputes arising hereunder or relating to the Software or Services.