



Craig Allan Solutions
18 Kangaroo Road
Chelsea, VIC 3196
Australia
p. 03 9772 4514
w. www.craigallansolutions.com.au

Part Payment Plan for PetAdmin Plus licenses **Terms and Conditions**

At Craig Allan Solutions, we want people to be happy with PetAdmin Plus software and use it to their advantage. That is why we have set up a payment plan, to allow more people to benefit from PetAdmin Plus and make it work for you to help you grow your business while paying it off in a reasonable manner with small payments over time.

Please ensure you are familiar with these terms and the terms of usage of the software, also available on our website.

Definitions:

The Supplier: Craig Allan Solutions Pty Ltd, of ABN 49 122 937 357, or operating Trading name, under the The Website url <http://www.craigallansolutions.com.au>

The Vendor: PetAdmin Ltd., or any trading name in which it operates

The User: the Company, of which the proprietor is ultimately responsible.

The Software: PetAdmin, PetAdmin Plus or any derivative of the PetAdmin group of software.

The Website: The webThe Website and/or pages owned by The Supplier

Preamble:

These terms describe the obligations of both The Supplier and The User of The Software during a part payment plan regarding the licensing and use of The Software.

1. Entry into contract

- 1.1. Entry into the contract shall only be instigated by means of a page for The User on The Website of The Supplier, which shall contain these terms and the method of payment.
- 1.2. Upon initial payment and in accordance with the Terms and Conditions of The Supplier, The User shall deem the software to be appropriate for the investment into their business and as such, no return policy shall apply in any manner. The Payment Plan as an effective contract shall be entered into and adhered to.
- 1.3. The Supplier shall provide The User with details of:
 - 1.3.1. The page under The Website of The Supplier containing methods of payment
 - 1.3.2. Appropriate login details in order for The User to access the page.
- 1.4. The contract is entered into upon initial payment of a primary license, or combination of primary and network licenses. It shall not be used for any other means of payment (for example, support payments).
- 1.5. Network licenses shall not be part of the part payment plan unless combined with a primary license.
- 1.6. The Software will not be activated until initial payment has been received. Where two or more licenses are purchased on the same part payment plan, all licenses shall be activated and the software becomes the full version for each license.
- 1.7. The initial payment shall constitute an agreement that the entire order and cannot be changed once the payment plan has commenced. Part payment shall be deemed by both parties as an ongoing, non-refundable deposit until fully paid
- 1.8. The login and page details containing information specific to The User shall not be confidentially held between the two parties. The User agrees that upon accessing this page, it shall be utilized for no other purpose than to make payments on the payment plan.
- 1.9. Payments made in any other manner other than the utilization of the special page set up for The User shall not be accepted unless:
 - 1.9.1. Prior information and agreement is made between both parties, and
 - 1.9.2. A receipt is supplied to The Supplier within 48 hours of payment, provided that this does not violate the terms set out in section 3.1.1 of this document



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2. Obligations of The Supplier
 - 2.1. The Supplier shall provide an invoice on the initial payment, citing the contract terms accessible from the payment plan page that is set up specifically for The User.
 - 2.2. The Supplier shall provide a statement at the beginning of each month as to the status of any paid amounts.
 - 2.3. The Supplier may, at its discretion, provide a reminder of payment
 - 2.4. The Supplier shall, upon receipt of the final payment, provide a receipt
3. Obligations of The User
 - 3.1. The user agrees to the following upon the initial payment:
 - 3.1.1. Each part payment shall be made before the end of each consecutive month, beginning at the date of the initial payment.
 - 3.1.2. The special page on The Website shall be the only means of conducting the transaction, unless another arrangement is made and agreed on by both parties, on the condition that section 1.9.2 is not breached
 - 3.2. Any part payment not received in full and as agreed by the end of each consecutive month, without knowledge by The Supplier, shall constitute a breach of these conditions
 - 3.3. The final part payment may differ in value than other part payments. Where this is the case, a final payment method shall be displayed on The Website. This final payment is only to be used to pay the remainder at the end of the plan.
 - 3.4. The User may ask the Supplier in writing for an extension of a part payment within 7 days of the part payment due date. It is at the sole discretion of The Supplier whether to agree to this or create another arrangement. Where no agreement is made in writing
 - 3.5. The User agrees upon entering the contract, that there shall be no changes to the invoice, licenses or any other criteria of the plan once entered into by the receipt of the initial payment
 - 3.6. The User agrees that the part payment plan constitutes the licenses of The Software only and no other products or services rendered by The Supplier.
 - 3.7. The Supplier announces upgrades of The Software on the forum of The Website, of which members are able to access. The User is able to register for the forum at any time but will be accepted after the third payment.
4. The payment plan
 - 4.1. The payment plan consists of payments to the full value of the invoice, made in \$100AUD increments, plus any remainder payment including any GST, subject to the invoice.
 - 4.2. Payments must be made by the end of each consecutive month of the part payment amount unless agreed on pertaining to section 3.7
 - 4.3. The final payment of either the full or remaining amount is to be paid by the end of the final month. Upon payment, the payment plan shall be discharged and a receipt supplied to The User
 - 4.4. At times, periodic updates may require payment. This is not common and by keeping up to date, will minimize these upgrade costs. The Supplier shall notify The User of any major upgrade, or any upgrade with a reasonable improvement.
5. Terminating the Payment Plan
 - 5.1. The Payment Plan may be terminated by:
 - 5.1.1. Full payment of the balance of the invoice at any time, provided that the payment does not occur outside the necessary part payments
 - 5.1.2. Final payment on the invoice as payment of the remainder
 - 5.2. The Payment Plan will be terminated and The User will own all licenses, according to the terms of The Supplier



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6. Breaching the contract
 - 6.1. The payment plan is an effective contract taken out on the initial payment. It may be breached by one or more of the following:
 - 6.1.1. Any other invoice supplied by The Supplier for services including support, training, additional products and/or services not being settled in accordance with the terms on each invoice
 - 6.1.2. Payment not being received by the end of each consecutive month without notification and agreement by The Supplier pertaining to section 3.1
 - 6.1.3. Any breach of the terms of use of the software, found on The Website under the Support and Downloads pages
 - 6.2. In all instances, a breach of the contract may consist of one or more of the following with or without notification:
 - 6.2.1. All licenses applicable to the payment plan becoming invalid, as a breach of the licensing terms
 - 6.2.2. Any use of The Software outside our terms, including on-selling, invalid license activations, and/or use of The Software with malicious intent
 - 6.2.3. An instant 10% surcharge on the invoice pertaining to the payment plan, for late payment, of the total amount
 - 6.2.4. A further 10% surcharge on the invoice pertaining to the payment plan, per month, until brought up to date
 - 6.2.5. All support being withheld until all invoices settled
 - 6.2.6. A complete forfeit of all licenses

It is possible to grow your business with PetAdmin Plus. Many have done it before. The sooner you start with PetAdmin Plus, the sooner you will get useful reports out of it. Over time, you will realize how powerful it is and how it is more than just a time saver and data entry program.

PetAdmin differs from other software in that we take the time to listen to what PetAdmin Plus users want, and work with the programmers in the UK to constantly improve it. It is forward thinking and we would like you to take advantage of the many features already included in PetAdmin Plus, provided over a ten year period by people like yourself.

PetAdmin v1 commenced in the year 2000. Craig Allan Solutions came on-board in 2006 to assist with servicing the Australian and New Zealand sector. Since then, we have contributed to nine upgrades in five years of PetAdmin, before PetAdmin Plus (aka PetAdmin v2) was released in 2010. With the new programming structure of PetAdmin Plus, we have contributed to another 10+ upgrades to date.

Be a part of the PetAdmin Plus revolution and take your business to the next level. We are here to help you.

Craig McDonald
Managing Director
Craig Allan Solutions