

Terms & Conditions of Sale



DEFINITIONS	
Company	WebSpy
Website	http://www.webspy.com
Customer	The person or organization making the purchase, can be either a Partner organization or a user
User	The person or organization installing or using the Product
Partner	The person or organization purchasing the Product to sell on to a user
Product	The software product and any activation keys needed to enable the software
Author	The original author or manufacturer of the software or the current owner or his agent
Services	All work considered by the Company to be over and above its commitments to provide Technical Support as defined herein

General These Terms & Conditions of Sale apply to all purchases of Product by Customer. Company only does business under these Terms & Conditions of Sale. Any modifications to these Terms & Conditions of Sale must be negotiated with Company prior to purchase and must be confirmed in writing. This document is not the End User License referred to herein. Said document may be found within the Product installation or can be supplied by the Company on request.

Published Specification The published specification and functionality of the Product may vary from time to time as a result of ongoing development, product enhancement, and bug fixes.

Meets Requirements Customer is exclusively responsible for deciding if the Product meets his requirements. If the Customer is a Partner then Partner is responsible for ensuring the Product meets the needs and requirements of his customer, the User. Product downloads are always available at no cost for this purpose allowing full and unlimited use of the product for a limited period of time.

Partner Obligations If you are a Partner of the Product you must pass the Product directly to your Customer and destroy all copies in your possession. If you install or use the Product then you become a User of the Product and must abide fully by the End User License in addition to these Terms and Conditions of Sale. If you decide to use the Product then you must purchase your own copy of the Product unless you have an approved NFR (Not For Resale) copy.

Title to License Title to the license and/or the right to use the Product do not pass to the Customer or the User until payment has been received in full by Company.

Customer's Orders Purchase orders received by fax, email or mail are considered official purchase orders of the individual or the company or organization the individual represents. Company is not obliged to accept Customer orders or offer credit terms.

Payment using an approved credit card or payment card is accepted. We also accept prior payment by bank transfer, check, credit card or cash. Goods bought on credit, if credit is granted, must be paid for within the payment due date specified on the Quote/Invoice. Payments not received when due shall bear interest at the rate of one and a half percent (1.5%) per month or at the highest contract rate allowed by law, whichever is less, from its due date, until paid.

Delivery of Product Products are delivered electronically at no cost to Customer. Products delivered by post, delivery company or courier will attract a delivery charge which will be passed onto the Customer.

Data Privacy Company collects data on all Customers and on all visitors to our web site who have downloaded the Product and we hold that data securely and privately. Company will take all reasonable steps to ensure Partners who may receive your data hold your data to the same levels of security and privacy as the Company. Unless instructed by you to the contrary Company may list your name or display your trade mark identifying you as a User of the Product on its web site and other marketing materials. Your contact details will not be included in any such listing.

Software Assurance - Technical Support All Users of the Product who have Software Assurance or valid subscriptions are entitled to support which includes access to Company's support engineers by email to support@webspy.com Emails requesting support must contain a full description of the problem.

- a) Technical Support via email (in English only) from the Australian-based Head Office Of WebSpy Ltd
- b) Automated email notification service for all eligible version upgrades
- c) Free version upgrades for your current product
- d) Loyalty discount plans for additional WebSpy licenses and other WebSpy products
- e) Conditions for Software Assurance: WebSpy will endeavor to respond to all support requests within a 24 hour period, excluding weekends and public holidays.

Services Unless some other agreement or understanding is confirmed and agreed to in writing by both parties all services work will be undertaken by the Company in good faith and on a best efforts basis only, whether the services work is paid or otherwise, and irrespective of where the service work is carried out.

