

# AdmiCash – General terms and conditions

## Validity

The terms and conditions apply for the purchase and use of the software AdmiCash. They apply as you acquire it for the first time, as well as for any further updates you buy like license renewal and software updates. The use of AdmiCash beyond the terms of business it is strictly prohibited. Any infringe will be reported and has legal consequences based on the current copyright law.

## Trial version

A trial version of AdmiCash is available on our homepage [www.admicash.swiss](http://www.admicash.swiss), which can be used during a period of at least 30 days free of charge. After the expiration of this period, the user can purchase a license for the full use of AdmiCash on the same website. As soon as the payment of the license fee is received, a license key is sent to the email address, which was entered for the order. AdmiCash cannot be used beyond the trial period without a valid license key.

## Order

AdmiCash can be ordered exclusively via the trial version. This ensures that the programme is installed correctly and operates perfectly. The customer has enough time to evaluate AdmiCash and to decide whether it meets the company's requirements. The order confirms that the client has carefully verified the program's functionality.

## Prices

All prices are listed in CHF, net and VAT excluded.

## License period, license renewal

The license period is either 12, 24 or 36 months. AdmiCash sends a first message 45 days before the license expiry. The customer can then order a license renewal via AdmiCash. In case it is not renewed, the programme cannot be used beyond the expiry date anymore, which means the user rights for AdmiCash, as well as all connected warranty, guarantee and support claims, expire.

## Payment term

There is no payment term. The license key is delivered to the customer via email within 2 working days from the receipt of payment. It is up to the client to order and pay a new license before the expiry of the previous license. No payment reminders and charges are sent.

## User right

Through the payment of the license fee the customer acquires the right to use AdmiCash on one computer. Any transfer, multiple copy or use of the software is strictly prohibited. The unauthorised use of AdmiCash will be reported and has legal consequences based on the current copyright law. AdmiCash provides all the functions to create data backups restore and archive data, as well as for the license management. The customer is explicitly invited to use these functions only. The user is clearly warned of any manipulation on the database and the licence management with external programmes and other tools. In the event of damage caused by similar action the manufacturer assumes neither liability nor guarantee.

## Support

Please direct any question, disfunction, problems etc. directly to AdmiCash. The following support options are provided:

- AdmiCash Helpline: +41 (0)27 / 924 14 88
- Email requests to [support@admicash.ch](mailto:support@admicash.ch)

Normal support is, as long as it concerns the use of AdmiCash, included in the annual license fee.

The **support for form design** with AdmiForm as well as further services are not included.

Support request which are not connected with AdmiCash, are charged according to the current hourly rate.

Any problem or malfunction (e.g. during installation), which can be traced back to the use of a **free antivirus or internet security software**, is charged in general.

## **Guarantee**

The software AdmiCash "is like it is". The customer has no rights to claim any functions that are not provided by the programme. It is up to the user to find out during the trial period if AdmiCash meets the company's operational requirements. AdmiCash is continuously developed and optimized in order to accommodate the customer's requirements, whereas the customer can always download the latest updates from **[www.admicash.swiss](http://www.admicash.swiss)**.

## **Guarantee, exclusion of liability**

The guarantee for AdmiCash is granted for three months from the purchase of a user license on and only applies for mistakes and/or defects in the software. It is warranty is restricted to the correction of the software and it is free distribution to the customer. Any further guarantee and/or warranty claims are, to the extent permitted by law, excluded. Claims for compensation of consequential damage based on the installation or use of software is, to the extent permitted by law, excluded. Any right to claim warranty or guarantee expires as the customer changes the software in any way, modifying the database or the license management using an external programme or tool.

## **Return**

In general there is no return right for the customer, given that the user has the possibility to test AdmiCash during a free trial period of 30 days. With the purchase of a user license the customer confirms that he has used the trial version and tested it for the satisfaction of his requirements. Subsequent claims for warranty are in any case excluded.

## **Court of jurisdiction**

The terms and conditions, as well as the entire legal relationship between the authorised license user and the manufacturer of AdmiCash (AdmiCash GmbH, CH-3902 Glis), are exclusively subject to the Swiss law. The place of jurisdiction is Brig/VS.