

You must agree with this EULA at the end of the form before proceeding:

END-USER LICENSE AGREEMENT

DEBIT TRACKER

IMPORTANT-READ CAREFULLY: This End-User License Agreement (“EULA”) is a legal agreement between you (either an individual or a single entity) and Debit Tracker, Inc. for the Debit Tracker software product identified above, 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 THE PRODUCT. IF YOU DO NOT AGREE, DO NOT INSTALL OR USE THE PRODUCT. In addition, by installing, copying, or otherwise using subscription updates that you receive as part of the Product (“UPDATES”), you agree to be bound by the additional license terms that accompany such UPDATES. If you do not agree to the additional license terms that accompany such UPDATES, you may not install, copy, or use such UPDATES.**

The Product is licensed through Debit Tracker, Inc.

1. **Applicability Of License.** The Product may consist of product documentation, sample applications, books and periodicals, tools and utilities, miscellaneous technical information, operating systems, development toolkits, server applications, and development tools (each, a “COMPONENT,” and collectively “COMPONENTS,” of the Product); the Product may include groups of COMPONENTS identified as any one or more of the following: Library, Folders Platforms, Server Products, Applications, Developer Tools and Physical Product Devices. This EULA defines your rights to the COMPONENTS you have elected to receive as part of your purchase of Debit Tracker.
1. **General Grant of License.** In general, for each license you have acquired for the Product, one individual is authorized to use the Product according to the terms of this EULA. Unless expressly stated otherwise, the Product may not be separated for use by more than the one individual authorized to use the Product. Each license must be dedicated to use of the Product by one individual. Specifically:
 1. **Limitation On Reverse Engineering,** Decompilation, and Disassembly. You may not reverse engineer, decompile, or disassemble the Product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.
 2. **Termination.** Without prejudice to any other rights, Debit Tracker, Inc., may cancel this EULA if you do not abide by the terms and conditions of this EULA,

in which case you must destroy all copies of the Product and all of its component parts.

3. **Consent To Use Of Data.** You agree that Debit Tracker, Inc., may collect and use technical information you provide as a part of support services related to the Product. Debit Tracker, Inc., agrees not to use this information in a form that personally identifies you.
4. **Not For Resale Software.** Product identified as “Not for Resale” or “NFR” may not be resold, transferred, or used for any purpose other than demonstration, test, or evaluation.
5. **Export Restrictions.** You acknowledge that the Product is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Product, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.
6. **Software Transfer.** You may permanently transfer all of your rights under this EULA, provided you retain no copies, you transfer all of the Product (including all COMPONENTS, UPDATES, the media and printed materials, any upgrades, and this EULA), you provide Debit Tracker, Inc., notice of your name, company, and address and the name, company, and address of the person to whom you are transferring the rights granted herein, and the recipient agrees to the terms of this EULA. If the Product is an upgrade, any transfer must include all prior versions of the Product.
7. **Separation of COMPONENTS.** The Product is licensed as a single product. Its COMPONENT parts may not be separated for use by more than one user.
8. **Production Use.** The Product may only be used for development purposes as described in this EULA and may not be used in a production environment, unless such use is allowed under the terms of the Component Agreement delivered with the respective COMPONENT and is not superseded by **Section 3** of this EULA.
9. **Update License Terms.** All UPDATES shall be considered part of the Product and subject to the terms and conditions of this EULA. Additional license terms may accompany UPDATES (as defined in the first paragraph of this EULA). By installing, copying, or otherwise using any UPDATE, you agree to be bound by the terms accompanying each such UPDATE. If you do not agree to the additional license terms accompanying such UPDATES, do not install, copy, or otherwise use such UPDATES.
10. **DISCLAIMER OF WARRANTIES.** The Limited Warranty referenced below is the only express warranty made to you and is provided in lieu of any other express warranties (if any) created by any documentation or packaging. Except for the Limited Warranty and to the maximum extent permitted by applicable law, Debit Tracker, Inc., and its suppliers provide the Product and support services (if any) **AS IS AND WITH ALL FAULTS**, and hereby disclaim all other warranties and conditions, either express, implied, or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, of workmanlike effort, of lack of viruses, and of lack of negligence, all with regard to the Product, and the provision of or failure to provide support

services. ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO THE PRODUCT.

11. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL, AND CERTAIN OTHER DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DEBIT TRACKER, INC., 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 DEBIT TRACKER, INC. OR ANY SUPPLIER, AND EVEN IF DEBIT TRACKER, INC. OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
12. **LIMITATION OF LIABILITY 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 Debit Tracker, Inc., 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 Debit Tracker, Inc., with respect to any breach of the Limited Warranty) shall be limited to the greater of the amount actually paid by you for the Product or U.S.\$5.00. The foregoing limitations, exclusions, and disclaimers (including Sections 10 and 11 above and as stated in the Limited Warranty) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.
13. **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 Debit Tracker Inc., 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 Debit Tracker Inc., policies or programs for Support Services conflict with the terms of this EULA, the terms of this EULA shall control.
 1. **The Product is protected by copyright and other intellectual property laws and treaties. Debit Tracker Inc. or its suppliers own the title,**

copyright, and other intellectual property rights in the Product. The Product is licensed, not sold.

1. If you are an individual, Debit Tracker, Inc., grants to you as an individual a personal, nonexclusive license to make and use copies of the Product in accordance with the terms of this EULA, provided that you are the only individual using the Product.
2. If you are an entity, Debit Tracker, Inc., grants to you the right to designate one individual within your organization to have the sole right to make and use copies of the Product in accordance with the terms of this EULA.
3. **Effect of Licenses contained in COMPONENTS. COMPONENTS** that you receive as part of the Product may have their own licenses (each, a “Component Agreement”). In the event of inconsistencies between this EULA and any Component Agreement, the terms of the Component Agreement shall control except in the following instances:
 1. For all of the Product, **Section 4** of this EULA shall control; and
4. **Additional Rights And Limitations-General.**

LIMITED WARRANTY

FOR THE LIMITED WARRANTIES AND SPECIAL PROVISIONS PERTAINING TO YOUR PARTICULAR JURISDICTION, PLEASE REFER TO THE GENERAL GUARANTEE ON THIS WEBSITE.

Debit Tracker 30-Day Money Back Guarantee and Product Replacement Policy

This is a satisfaction guaranteed warranty that allows the purchaser of the Debit Tracker System to return the Debit Tracker System for any reason within 30 days of purchasing the Debit Tracker System. The Debit Tracker System includes all material items and products, namely the Debit Tracker electronic unit, the Receipt Tracker folder, the Bill Tracker folder, the Life Tracker folder, the USB cord, the USB memory device, and the wallet. The purchaser is expected to return the whole system in good working condition within 30 days if they desire to get a refund for their purchase of the Debit Tracker System. Debit Tracker is not responsible for any products lost in the mail or that do not arrive within the 30 day return policy as stated here. Upon the expiration of the 30-day period purchaser will have had to have purchased the Debit Tracker Product Replacement Insurance to receive an exchange of the unit.

What To Do If Unit Requires Replacement:

The purchaser needs to send an email to **debittracker@aol.com** and explain the problem. You will be directed to return the product and their receipt in a secure container to the address below.

Debit Tracker Inc.
C/O Product Return Dept.
1427 W. 86th Street

Suite 615
Indianapolis, Indiana 46260

Optional Debit Tracker Product Replacement Insurance Policy

The Debit Tracker Product Replacement Insurance is for the Debit Tracker electronic unit only. It is provided to augment the 30-Day Money Back Warranty and comes into effect at the expiration of the 30-day Money Back Warranty period and expires one year following the expiration of the 30-day Money Back Warranty period. We will replace your Debit Tracker electronic unit if it is damaged and unable to work properly. This is a replacement policy to only replace the damaged or broken unit. This replacement policy is for only one replacement of the Debit Tracker electronic unit. Debit Tracker Insurance product replacement product is one unit per paid Insurance replacement policy and does not extend to more than one unit per paid Insurance replacement policy. Debit Tracker Inc. has the sole discretion to determine if the unit is damaged and unable to work properly. This does not provide protection against normal wear and tear, theft, mysterious disappearance, misplacement, viruses, reckless, abusive, willful or intentional conduct associated with handling and use of the product, cosmetic damage and/or other damage that does not affect unit functionality. Protective items such as covers, carrying cases or pouches, etc., were provided or made available for use with the product, it is expected that you will continually use these product accessories for protection against damage to the unit. Abuse is defined as your intentional non-utilization of protective items during product use, or your treatment of the unit that you have purchased for your use in a harmful, injurious or offensive manner that may result in its damage. Any resultant damage from this type of treatment is NOT covered by Debit Tracker Product Replacement Insurance. In addition, if the Debit Tracker electronic product is on back order then Debit Tracker Inc. has the option to either fully refund you the cost of the product plus the insurance cost and shipping costs or replace the product.

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