

## **General Sales Terms & Conditions**

**CAST Software Ltd.**, a limited liability company incorporated under the laws of Ontario, Canada, (**CAST**) has been developing software and products for the entertainment and the meetings and special events industries since 1994. CAST owns and offers its software for licence, trial or demo via direct sales (telephone or fax), its online store, or the dealer network. The use of CAST's software is governed by a license included in the software.

You agree and will use our store services in a manner consistent with all applicable laws and regulations and in accordance with the terms and conditions set out in the [Privacy Policy](#), and [Terms of Use](#) agreements and as outlined below. Please note that you will be referred to as 'customer' or 'End User' in this agreement.

By direct contact with CAST, by telephone or by fax, or via its online store, you can purchase a software licence, upgrade the licence, hardware and renew your Membership, or lease a software licence (collectively, Product). You can also arrange technical assistance, training and venue modelling services (collectively, Services).

### **YOU CAN EITHER PURCHASE OR LEASE YOUR SOFTWARE**

You have the option to purchase a software licence, upgrade a licence, renew your annual Membership for your licensed software or purchase hardware, or lease a software licence for an annual Lease Term.

### **New and recurring customers**

If you are a new customer and about to acquire a software licence and Dongle for the first time, your transaction will occur in two steps.

First, CAST will deliver the Dongle to you and then, with the Dongle plugged into your USB, you will complete the software installation process by using the Activation Code, which is delivered by CAST via email after the transaction is completed, to activate the Dongle and software.

If you are an existing End User renewing your Membership or purchasing a new Lease Term, then the transaction can be completed online and the new Activation Code which updates your Dongle will be delivered by CAST via email as part of the online transaction.

Usually our dealers and commercial customers, which have established credit terms with CAST, use the Fax option while most customers choose the Online option.

## HOW TO ORDER

Our friendly sales associates are available to serve you from 09:00 to 17:30 Eastern Time (ET), which is usually GMT+5 hours, on business days in Ontario, Canada. We can help you in English, French, Spanish, Chinese, Russian, Ukrainian, Italian, Hebrew, Portuguese and Romanian. You can contact us via our by phoning **+1.416.597.2278**.

### Orders by Fax

CAST's fax can be accessed 24 hours a day, 7 days a week, 365 days a year at +1.597.9594. Fax orders received after 16:00ET will be processed the next business day. Please include your daytime telephone number and/or your email address in case we have any questions about your order.

### Order Online

Order online ([www.cast-store.com](http://www.cast-store.com)) 24 hours a day, 7 days a week, 365 days a year. Download software orders can be delivered virtually instantly or shipped the same or next business day. If you are purchasing or leasing Product, then your transaction and your Activation Code(s) will be completed as set out above. Other Products will be shipped the next business day.

Your online transaction can be completed only upon approval of your MasterCard, Visa or American Express (see also Use of Credit Cards below). **NOTE: It is imperative, regardless of where you are or where the software will be downloaded or delivered, that the Billing Address on the Order must be identical to your credit card billing address.** If not, your Order will be declined by the credit card company.

Orders received after 16:00ET for Products to be delivered will be processed and shipped the next business day.

## SALES, SHIPPING AND PAYMENTS

### Title and Risk of Loss

Title and risk of loss for Products pass to the customer at the time the Product is downloaded or shipped from CAST.

### Sales Policy

**Prices** are subject to change without notice. Price quotations for large quantities are available upon request. Contact a CAST Sales representative for further information. You can contact us via our Contact Form or by phoning **+1.416.597.2278**.

**All Product sales are final** and CAST does not give any refund.

## Payment Terms

For customers that place **telephone or fax orders** and have previously established credit with CAST, payment terms are net thirty (30) days from date of shipment. If credit is not established then our terms are COD so please include Visa, MasterCard, Discovery or American Express credit card information (*see also Use of Credit Cards below*).

All payments are due in US Dollars.

CAST shall have the **right to set-off** and deduct for any sums owed. If a customer fails to make payment by the due date, without altering the terms of the indebtedness **CAST may delay shipment** of unshipped Product or may option cancel all or part of an unshipped order. **Interest will be charged** on overdue accounts at 2% per month (26.82% per annum) in which case CAST will apply payments first to accrued interest and other charges or cost recoveries in favour of CAST and then to the unpaid balance.

Customers making **online purchases** will need to use a Visa, MasterCard or American Express credit card (*see also Use of Credit Cards below*) to complete the transaction. All terms are specified on the Sales Invoice. Please allow an additional 7-10 business days for completing your Order if paid by personal check. To order by cheque, just print the order form with your shopping cart contents from the Order Confirmation page and complete the necessary fields, then mail the form to CAST.

## Use of Credit Cards

Regardless of where you are when you order Product or download software, you can use a Visa, MasterCard, Discovery or American Express credit card to pay for the transaction. **It is vital that the address on the Order matches exactly the credit card billing address.** *InternetSecure Gateway*, our online store independent credit and debit card clearing facility, explains that the most common reason why online transactions fails causing delivery delays that can disappoint customers, is that they fail to present that matching information so the transaction is declined. Please note: Your purchase transaction is not completed until the credit card company approval has been received by CAST.

## Special Product and/or Service Orders

Special Product orders must meet minimum order quantity requirements at time of order and may require a prepayment in part or in whole. Likewise, Service orders may require a prepayment in part or in whole.

## Freight Policy

Freight is F.O.B. shipping point. All shipping charges are for the account of the customer. If goods are undeliverable for 2 days, the carrier will return goods to CAST and you will be charged the additional shipping and duty charges.

## **Freight Damage**

If Product is damaged in transit you must file a claim with the carrier.

## **Policies Regarding Lost or Damaged Dongles**

Your Dongle is your property. If your Dongle is lost or stolen CAST will not replace it free of charge.

If you are a current Member and your Dongle is lost or damaged, you must purchase a new Dongle and CAST will initialize the Dongle to the same Product, Level and Release Number as per CAST's records.

Otherwise, if your Dongle is lost and you are not a current Member or Lessee or your PRI is incomplete, then you must purchase a new Dongle and CAST, in its sole discretion, may require you to purchase or lease a replacement software licence.

If you are changing your Dongle hardware platform or if your Dongle is broken, CAST Software will replace your Dongle for a fee. You will be required to ship your Dongle back to CAST before the replacement Dongle is sent to you.

All shipping and duty costs are your responsibility.

## **GENERAL**

This Agreement shall be governed under the laws of Ontario.

## **General Disclaimer of Warranties; Limitation of Liability**

### **Products**

CAST makes no warranty, either expressed or implied, with respect to any Product and specifically disclaims all other warranties, including warranties for merchantability, non-infringement, and suitability for any particular purpose. CAST's sole obligation and liability for Product defects shall be, at CAST's option, to replace such defective Product or refund to customer the amount paid by the customer. Therefore, in no event shall CAST's liability exceed the customer's purchase price.

The foregoing remedy shall be subject to the customer's written notification of defect and return of the defective Product within 30 days of the date of purchase. The foregoing remedy does not apply to Product that, in CAST's opinion, has been subjected to misuse (including, without limitation, static discharge), neglect, accident or modification, or to Product that has been soldered or altered or otherwise not capable of being tested.

## **Technical Assistance, Training and Venue Modeling Services (Services)**

CAST's Services are offered as a convenience to customers. CAST's Services personnel strive to provide

useful information regarding Products and Services. CAST does not guarantee that any information or recommendation provided is accurate, complete, or correct, and CAST shall have no responsibility or liability whatsoever in connection with any information or recommendation provided, or for an customer's reliance on such information or recommendation. You are solely responsible for analyzing and determining the appropriateness of any information or recommendation provided by CAST's Services personnel, and any reliance on such information or recommendation is at the your sole risk and discretion. Accordingly, you release and hold CAST harmless from and against any and all loss, liability and damage incurred by you or any third party as a result of any information or recommendation provided to you or your reliance on such information or recommendation.

### **General Limitation of Liability, Products and Services**

In no event shall CAST be liable to the customer or to any third party for any indirect, incidental, special, consequential, punitive or exemplary damages, including, without limitation, lost profits, lost savings, or loss of business opportunity, arising out of or relating to any Product or Service provided or to be provided by CAST, or the use or inability to use the same even if CAST has been advised of the possibility of such damages.

Any liability for indirect, consequential or incidental damages is expressly disclaimed by CAST. CAST's liability in all events for all damages, losses and causes of action (whether in contract, tort or otherwise) shall be limited in the aggregate to and, in any event, shall not exceed the purchase price paid for the Product or Service.

### **Force Majeure**

CAST shall not be liable for any damage, cost or loss of profit of the customer or any delay or failure in delivery or for any failure to perform caused by a force beyond its control, including, but not limited to, an act of God, action or failure to act of any government or governmental board, commission, department, bureau or authority, confiscation, war, blockade, insurrection, invasion, quarantine restrictions, riot, sabotage, acts of the public enemy, flood, fire, explosion, epidemic, landslide, lightening, earthquake, storm, accident, strike, lockout, work slowdown, work stoppage, differences with workers, embargo, power failure or shortage and any delay or failure of supplies, equipment, labour or transportation.

### **TRADEMARKS**

All trademarks appearing on the store service and website are the trademarks of their respective owners.

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**Designated** Members Only or Registered Users

**Case Limit:** Unlimited for registered Product Users

**Availability:** Online Standard Support is available on all business days in Ontario. Enquiries received after 16:00ET will be processed the next business day.

**Access:** Standard Support is available via phone (416.597.2278 ext. 245) and email [techsupport@cast-soft.com](mailto:techsupport@cast-soft.com).

**Response Time:** Not greater than 2 business days.

**Price:** As Standard Support is a benefit included with an Annual Membership and current Lease Term, ineligible End Users and users of Education / CE Products will not receive Support.

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CAST Software is the proud maker of

You agree and will use our store services in a manner consistent with all applicable laws and regulations and in accordance with the terms and conditions set out in the policies and guidelines set out in the [Privacy Policy](#), and [Terms of Use](#), and agreements and as outlined below. Please note that you will be referred to as 'customer' or 'End User' in this agreement.

As part of our store service, we agree to provide you with information and other services that we may decide to offer, subject to the terms of this agreement. Upon notice published through the store service, we may modify this agreement at any time. You agree and will continue to agree to use our store services in a manner consistent with all applicable laws and regulations, and in accordance with the terms and conditions set out in the policies and guidelines outlined below. Please note that you will be referred to as 'customer' in this agreement.

## **ORDERING ONLINE**

By using the store service, you agree that you will not attempt to undermine the integrity of this website.

## **ORDERING ONLINE WITH US IS SAFE AND SECURE!**

We employ a method of interaction with our visitors that does not compromise credit card information. This online system is 100% secure.

We encourage you to feel comfortable using your credit card to conduct commerce on our site. If you wish, you may also send us a Postal Order (only) or a personal cheque. Personal cheques will delay your order as we must wait for your funds to clear before we ship any merchandise.

Please allow an additional 7-10 business days for completing your Order if paid by personal check. To order by cheque, just print the order form with your shopping cart contents from the Order Confirmation page and complete the necessary fields, then mail the form to CAST.

## **RETURN / REFUND POLICY**

CAST does not accept returns or refund purchases or leases of Product.

## **DELIVERY INFORMATION**

All software can be downloaded (except specialty products) from CAST's website. Otherwise, delivery is usually made by courier by the most practical means. Delivery charges are calculated for the most

practical method and deliver time, on a per-product basis.

## **PRICES**

Goods are charged at price shown on the Online Price List on the date you order your Product. These prices are exclusive of VAT or other sales taxes, and do not include charges for delivery, customs and duty. Prices are correct at time of publication. Errors and omissions are excepted. Orders will be processed at our published prices; otherwise, in the case of any unexpected change in price, you will be informed and asked if you wish to reconsider your order before proceeding.

## **COMPLAINTS**

If we should receive a complaint about any part of our service via a Contact Form, phone, fax, e-mail or letter, then it will be dealt with promptly (we will reply within 5 business days in Toronto Canada), confidentially, and effectively.

## **LIMITATION OF LIABILITY AND WARRANTY**

CUSTOMER AGREES THAT USE OF THE STORE SERVICE IS ENTIRELY AT CUSTOMER'S OWN RISK. STORE SERVICES ARE PROVIDED 'AS IS', WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY FOR INFORMATION, SERVICES, UNINTERRUPTED ACCESS, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH THE STORE SERVICE, INCLUDING WITHOUT LIMITATION THE SOFTWARE LICENSED TO THE CUSTOMER AND THE RESULTS OBTAINED THROUGH THE STORE SERVICE. SPECIFICALLY, WE DISCLAIM ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION: 1) ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY OR CONTENT OF INFORMATION, PRODUCTS OR SERVICES; AND 2) ANY WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. CUSTOMER SPECIFICALLY ACKNOWLEDGES THE SERVICE IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER CUSTOMERS OR THIRD-PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH CUSTOMER.

NEITHER THE SERVICE NOR ANY OF ITS AGENTS, AFFILIATES OR CONTENT PROVIDERS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF THE STORE SERVICE OR INABILITY TO GAIN ACCESS TO OR USE THE STORE SERVICE OR OUT OF ANY BREACH OF ANY WARRANTY.

CUSTOMER HEREBY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL CONTENT ON THE STORE SERVICE.

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