

Terms and Conditions

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End-User License Agreement

IMPORTANT--READ CAREFULLY: This End-User License Agreement ("Agreement") is a legal contract between you ("user") and Endres Actuarial Consulting LLC, d/b/a Endres Actuarial Computing ("EAC", "we", "us", "our"), for its software products, and, as applicable, associated media, printed materials, and "online" or electronic documentation (collectively hereinafter "Software").

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ACCEPTANCE

BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY PROVISIONS BELOW. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT DO NOT USE THE SOFTWARE.

LICENSE TERMS

Following acceptance of this Agreement, you may and use the Software, subject to the terms and conditions set forth in this Agreement. Subject to these Terms, we grant you a non-exclusive, non-transferable, limited license to use the EAC Tools Software solely for your personal or internal business purposes.

1. A user may install and use one copy of the trial version of the Software on one computer for 30 days. After 30 days, a subscription must be purchased, otherwise the software will be automatically deactivated.
2. The license is "per-user". Therefore it is acceptable, for example, for a user to have the software installed on a "work computer" and on a "home computer" at the same time.

3. This Agreement entitles you to install and use the Software Product for the number of users permitted by license for the duration of the subscription.
4. Multiple copy use or installation ("site license" or "multi-user") is only allowed only if there is an agreement in effect for the stated number of users. If the number of users changes during the term of the subscription, EAC must be immediately notified so that the license agreement can be modified and a prorated payment is made.
5. A user may access the Software via a network, but only if you have purchased an adequate number of licenses. The number of users must not exceed the number of licenses you have purchased.
6. Data Collection: We may collect and use information in accordance with our [Privacy Policy](#).
7. This license is renewable on a yearly basis upon payment of the license fee at the rate in effect at the time of renewal in accordance with our [Payment Policy](#).

TERM OF SERVICE AND AUTO-RENEWAL

- Individual License

Term: The term of your subscription will be for the one-year period beginning when you purchase the license on the web site.

Auto-Renewal: The subscription will not automatically renew. It is up to the user to purchase subsequent one-year subscriptions via the web site.

- Multi-User License

Term: The initial term of your subscription will be for the one-year period (unless a different term has been agreed upon) set forth in a written (including email) agreement (the "Initial Term"). The "Renewal Date" is the last day of the Term.

Auto-Renewal: To ensure uninterrupted use of the software, your subscription will automatically renew on your Renewal Date under the Terms in effect at that time. Unless you cancel prior to the Renewal Date or as otherwise stated in a notice sent to you at least thirty (30) days prior to the Renewal Date, the Software will automatically renew for successive one-year periods (each a "Renewal Period"). You acknowledge, agree, and authorize us to automatically issue an invoice thirty (30) days prior to the end of each Renewal Period, unless you terminate or cancel the subscription by notifying EAC.

TERMINATION OF SERVICE

1. Termination Procedure: You may terminate or cancel the subscription you purchased at any time during the Term by giving EAC notice by phone or email. After the subscription is canceled, all EAC software must be uninstalled and removed from all users' computers and all other networks and systems.
2. Termination by EAC: EAC may terminate your access to the Software without notice in the event that: (i) you fail to pay any fees due hereunder to EAC; (ii) you violate the terms and conditions of this Agreement; (iii) for any other

lawful reason, including to comply with applicable law, or as otherwise specified in this Agreement. In such event, EAC will not refund to you any fees paid in advance of such termination, and you shall be obligated to pay all fees and charges accrued prior to the effectiveness of such termination.

INTELLECTUAL PROPERTY

1. Ownership: We retain all rights, title, and interest in and to the Software, including all intellectual property rights.
2. Feedback: If you provide any feedback, suggestions, or recommendations regarding the Software ("Feedback"), you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Feedback worldwide in any manner.

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RESTRICTIONS ON USE

You may not attempt to "crack", unlock, defeat, decompile, "reverse-engineer", disassemble, remove the password, bypass any restriction incorporated into the Software or otherwise attempt to derive the source code for the Software Product.

RESTRICTIONS ON USE ALTERATION

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LIMITED SOFTWARE PRODUCT WARRANTY

For a period of 30 days from the date of shipment or from the date that you download the Software Product, as applicable, EAC warrants that when properly installed and used under normal conditions, the Software Product will perform substantially as advertised.

DISCLAIMER OF WARRANTIES

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LIMITATION OF LIABILITY

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EAC MAKES NO WARRANTY THAT THE SOFTWARE PRODUCT WILL MEET YOUR REQUIREMENTS OR OPERATE UNDER YOUR SPECIFIC CONDITIONS OF USE. EAC MAKES NO WARRANTY THAT OPERATION OF THE SOFTWARE PRODUCT WILL BE SECURE, ERROR FREE, OR FREE FROM INTERRUPTION. YOU MUST DETERMINE WHETHER THE SOFTWARE PRODUCT SUFFICIENTLY MEETS YOUR REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. YOU BEAR SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF THE SOFTWARE PRODUCT TO MEET YOUR REQUIREMENTS. EAC WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE.

LIMITATION OF REMEDIES AND DAMAGES

Your remedy for a breach of this Agreement or of any warranty included in this Agreement is the correction or replacement of the Software Product. Selection of whether to correct or replace shall be solely at the discretion of EAC. EAC reserves the right to substitute a functionally equivalent copy of the Software Product as a replacement. If EAC is unable to provide a replacement or substitute Software Product or corrections to the Software Product, your sole alternate remedy shall be a refund of the purchase price for the Software Product, prorated for the remaining of the subscription.

You agree to indemnify and hold EAC harmless from all claims, judgments, liabilities, expenses, or costs arising from your breach of this Agreement and/or acts or omissions.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, USA. This Agreement constitutes the entire and integrated agreement and understanding between you and EAC with respect to the subject matter hereof. There are no other oral or written agreements, understanding, statements or representations with respect to the Software or the subject matter hereof, unless expressly referenced in writing elsewhere in this Agreement. The term of this Agreement shall be perpetual, until properly terminated. You may terminate the license granted by this Agreement at any time by permanently uninstalling and removing the Software from each of your authorized personal computers and destroying all copies of the Software and its supporting documentation and content.

SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are not permitted by applicable laws,

these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

Payment Policy

This Payment Policy is an Agreement between you ("user") and Endres Actuarial Consulting LLC, d/b/a Endres Actuarial Computing ("EAC", "we", "us", "our"), for its software products, and, as applicable, associated media, printed materials, and "online" or electronic documentation (collectively hereinafter "Software").

Individual License

1. Payment for an Individual License is done through the EAC web site on the [Purchase Page](#). Alternatively, an invoice can be issued upon request.
2. If the subscription is due to expire in 30 days or less, the user will see a pop-up screen every time the add-in is activated when Excel is launched. The screen warns the user that the subscription is due to expire, and the user is directed to the [Purchase Page](#) on the EAC web site.

Multi-User License

1. Invoicing: We will issue invoices for the subscription fees prior to the commencement of each subscription period. The invoice will include the applicable subscription fee and any applicable taxes or charges.
2. Payment Terms: Payment for the annual subscription to the EAC Tools Software is due within 30 days of the invoice date ("Payment Terms") unless alternative Payment Terms have been agreed upon. All fees are quoted and payable in United States Dollars (USD) unless otherwise specified.
3. Late Payments: In the event that payment is not received within the Payment Terms, we reserve the right to suspend or terminate your access to the Software until payment is received in full. Late payments may be subject to interest charges at the rate of 5% per month, or the maximum rate permitted by law, whichever is lower.
4. Disputes: If you believe that there is a discrepancy or error in the invoiced amount, you must notify us in writing within 15 days of the invoice date. Failure to provide timely notice will be deemed as an acknowledgment of the accuracy of the invoiced amount.
5. Payment Methods:
 - a. Check.
 - b. ACH (Automated Clearing House).
 - c. Credit card payments are available upon request and will incur a surcharge of 3% of the total invoiced amount.
6. Taxes: You are responsible for all applicable taxes, duties, and other governmental charges imposed on the subscription fees.
7. Refunds: Subscription fees are non-refundable.

8. Right to Modify Fees: We reserve the right to modify our subscription fees upon at least 30 days notice as posted on our web site. Continued use of the Software after such modification shall constitute acceptance of the new fees.

Privacy Policy

This Privacy Policy describes how Endres Actuarial Computing (“EAC”, “us”) protects personal information of our customers (“you”, “users”). This Privacy Policy provides details about how your personal information is collected, disclosed, and used by us, as well as an explanation of the data rights you may have in that personal information. This Privacy Policy applies to all EAC websites, emails, products, and services (collectively, the “Services”).

In the course of your use of the Services, we obtain information about you as described below.

WE COLLECT THE FOLLOWING INFORMATION WHEN YOU VOLUNTARILY PROVIDE IT TO US:

- Your name, company name, email address, phone number, billing address, geographic location and industry.
- Information you provide when you call us, email us, or contact us for support or otherwise.
- Information you provide when you use our Services such as through email, phone calls, chats or screen sharing services.
- Payment information, including billing address when you purchase our Services.

WE COLLECT INFORMATION ABOUT YOUR USAGE AND DEVICES:

- Your Windows “user-name” and “computer name”.
- The date and time that you activated the software.
- Issues you encounter requiring our support or assistance.

We store the data we collect in a variety of places within our infrastructure, including system files, backup devices, and on our FTP server.

WE COLLECT INFORMATION WE ACQUIRE FROM OTHER SOURCES

- Information that is publicly available.
- Information you provide to us at seminars or to our partners.
- Information you provide to us in surveys.
- Information you consent to us receiving from third parties.
- We also collect information that you may provide during your telephone conversations with us, which we may monitor or record.
- We may combine any information we collect about you with other information we have about you to help us update, expand and analyze our records, identify new customers, and provide products and services that may be of interest to you. If you provide us personal information about others, or if others give us your information, we will only use that information for the specific reason for which it was provided to us.

DISCLOSURE OF INFORMATION

We do not disclose your information without your permission (unless we are legally required to do so).

With Your Permission: We may provide your information to third parties if we have obtained your explicit consent to do so. This may include sharing testimonials, case studies, or other forms of customer feedback with potential customers or partners.

Legal Compliance: We may disclose your information to comply with applicable laws, regulations, legal processes, or government requests.

HOW WE USE YOUR INFORMATION

We use the information we collect, both on its own and combined with any other information we collect about you, for the following business and commercial purposes:

- To provide the requested Services to you.
- To provide you with useful content.
- To ensure the proper functioning of our Services.
- To provide you with requested information or technical support.
- To do a better job of advertising and marketing our Services (subject to your consent).
- To diagnose problems with our Services.
- To communicate with you.
- To bill for Services.
- To assist us in offering you a personalized experience or otherwise tailor our Services to you.

RETENTION OF PERSONAL INFORMATION

We retain your personal information to provide Services to you and as otherwise necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. We will retain your personal information for no more than seven years following the date on which you terminate your use of the Services, unless we are otherwise required by law or regulation to retain your personal information for longer.