In order to access and use **Tickmark Reporting Tool** you must submit required data and follow provided access guidelines. By submitting the company data in provided forms and clicking "I accept Terms & Conditions" **you are entering into a legally binding Agreement** with Tickmark Software (**Tickmark Software ltd.**, a company incorporated under the laws of Croatia, having its registered office at Janeza trdine 7, Rijeka, Croatia, registered with the Court Register of the Commercial Court in Rijeka under registration number (MBS): 040237663, personal identification number (OIB): 74117906766). (*Should you, following the registration, receive notification that Tickmark Software cooperates with an agent/local service provider on your market, it is considered that the Service is provided jointly by Tickmark Software and an agent/local service provider and that additional clauses in T & C referencing agent/local service provider apply (in italic)).*

Tickmark Reporting Tool is intended for business users only. By accepting these T & C you confirm that you have proper authorizations within your organization to enter into legally binding Agreement on behalf of the organization, i.e. the Customer. You may contact us directly for any further information https://www.tickmark-software.com/contact/.

Please read these T&C carefully, as they contain information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes.

TERMS & CONDITIONS
for using Tickmark Reporting Tool

DEFINITIONS AND INTERPRETATION

For the purposes of this Agreement, the following terms shall have the meaning as defined herein:

"Customer" shall mean business organization which entered into legally binding Agreement for Service with Tickmark Software (*and agent/local service provider*);

"Free Trial" – shall mean access to and use of Software Solution free of charge for a limited period of 60 (sixty) days or up to 15 (fifteen) imports following the acceptance of these T & C;

"Software Solution" – shall mean Tickmark Reporting Tool as described in Section 1.

"Service" – shall mean access to and use of Software Solution as described in Sections 1 and 2 and Support as described in Section 6.

"Technical Specifications" - shall mean the technical specifications of the Software Solutions, attached as Schedule I.

"User" – means each individual employee of the Customer or its authorised agents or subcontractors who use Tickmark Reporting Tool;

Section 1 – INTRODUCTION

Tickmark Reporting Tool is a web-based software solution that allows easy compilation of different financial reports (such as Financial Statements reports, Management reports with KPIs and

consolidated reports) based on the import of the Trial Balance. It can also be used in audit engagements for easy production of lead schedules and analytical reviews.

Section 2 – FREE TRIAL

2.1.   Customer may access to and use Free Trial of the Software Solution by creating an account for the Service with Tickmark Software. The account is created by Tickmark Software, following Customer submitting username and password and accepting these T & C. Following acceptance of T &C, Tickmark Software e-mails the link to the Customer with Customer's username and password for logging into Tickmark Reporting Tool.

2.2.   Each User within the Customer is granted separate account with username and password. Request for a separate User account is made using Tickmark Reporting Tool interface. Tickmark Software grants access to each separate User account by e-mailing link with User's username and password. All steps required are described in the User manual provided.

2.3.   Service is provided as a Free Trial for a limited period of 14 (fourteen) days or up to 15 (fifteen) imports, whichever comes first, following the acceptance of these T & C.

Section 3 -   PAID SERVICE

3.1.   If the Customers continues to use the Service following the expiration of the Free trial, the Service is charged as per applicable Price list available on Tickmark Software web page (https:// www.tickmark-software.com/). For the purposes of this Section 3 use of Service stands for using the import of trial balance option within the Software Solution.

3.2.   Tickmark Software reserves the right to modify the applicable Price list, with prior notification to the Customer (trough web on https://www.tickmark-software.com/ or by e-mail).   Unless the Customer cancels the Service, as per Section 10 bellow, prior to the applicable Price list going into effect it is considered that the Customer accepted the changes made to the Price list.

Section 4 -   SERVICE FEE AND PAYMENTS

4.1.   The Service fee is invoiced   biannually, in arrears, on 01/07 and 31/12 of each calendar year, following the number of yearly imports as specified in the applicable Price list.
Except for the initial Service fee that is invoiced as advance payment, for the minimal yearly number of imports, as specified in the applicable Price list.

For markets where Tickmark Software cooperates with an agent/local service provider in providing the Service, the Service fee is charged by an agent/local service provider biannually, in arrears, on 01/07 and 31/12 of each calendar year, *following the number of yearly imports as specified in the applicable Price list.*

4.2.   The Service fee is charged after expiration of the Free trial. If, following the expiration of the Free trial Customer has not used all 15 free of charge imports in that calendar year, the Customer is entitled to use the remaining free of charge imports in the following calendar year. Remaining free of charge imports will not be charged, even though Free trial expired.

4.3.   The Service fee is invoiced in the applicable currency (in EUR for European customers, in USD for customers outside Europe). All invoiced amounts are due and payable by Customer within fifteen (15) days after the invoice date.

The Service fee is invoiced in the applicable local currency of the Agent/local service provider.

4.4. In the event of delay in payment of Service fee by the Customer, Tickmark Software shall be entitled to collect default interest at the rate laid down by law.

In the event of delay in payment of Service fee by the Customer, Agent/local service provider shall be entitled to collect default interest at the rate laid down by law.

Section 5 -   CONFIDENTIALITY

5.1.   Customer's data and other information identified as confidential by Customer, are confidential information of Customer. Customer agrees that the Software Solution constitutes trade secret and confidential information of Tickmark Software. "Confidential Information" includes any and all information that is or reasonably should be understood to be confidential, proprietary, or generally not available to the public, whether furnished or made available before or after the date of this Agreement, and regardless of its form, format, media or mode of disclosure (written, visual, electronic or other).

5.2 Each party agrees to use the same care to protect the Confidential Information of the other as it employs with similar information of its own (but in no event less than reasonable care). Neither party will disclose any Confidential Information of the other party, except that each party may disclose Confidential Information of the other to its employees, subcontractors, service providers or agents who have a need to know such information, provided that, prior to such disclosure, the disclosing party requires that each such employee, subcontractor, service provider or agent agree to the restrictions on use and disclosure of Confidential Information set forth in this Agreement. The parties further agree that they will use Confidential Information solely for the purposes for which such information, or access to it, is provided pursuant to the terms of this Agreement. *For the purpose of this Section 5, with respect to Tickmark Software, "party" shall include any agent/local service provider of Tickmark Software. In addition, Tickmark Software shall be responsible for agent/local service provider's full compliance with the confidentiality obligations hereunder.* Upon any termination of this Agreement or otherwise promptly after the disclosing party's reasonable request, the receiving party shall either return to the disclosing party or destroy and certify in writing to such party the destruction of any and all Confidential Information of such party in the receiving party's possession. These confidentiality obligations shall survive the termination of this Agreement indefinitely.

5.3 The Customer acknowledges and accepts that all Confidential Information entered into the Software Solution (i.e. Customer and Users identification and contact data, provided at registration and number of imports) is stored in the Cloud hosted by AWS and does hereby expressly agree to AWS Terms and Conditions. Storage of Confidential information in the Cloud shall not be deemed as disclosure contrary to clause 5.2 hereof. The Customer acknowledges and accepts that except Customer and Users identification and contact data, provided at registration and number of imports, all other data are stored exclusively with the Customer.

5.4 Disclosure of Confidential Information contrary to the terms of this Agreement shall not include information which is: (i) independently developed by the party without the benefit of the other's disclosure or is already known by the party at the time of disclosure; (ii) approved for release by the other's written authorization or is rightfully received by the party from a third party without any obligation of confidentiality; (iii) public knowledge without the wrongful act or breach of this Agreement by either party; or (iv) disclosed pursuant to the requirements of a governmental agency or court order.

Section 6 – SUPPORT

6.1   For customer support with account-related and payment-related questions Customer will use the Contact form available on Tickmark Software web page (https://www.tickmark-software.com/) and/or e-mail address support@tickmark-software.com.

For markets where Tickmark Software cooperates with an agent/local service provider in providing the Service, for customer support with account-related and payment-related questions Customer will use the contact details of a local agent/local service provider, provided at registration.

6.2.   For customer support with Software Solution related questions Tickmark Software offers remote desktop support for the initial set up, within 30 days following acceptance of these T & C. In order to be able to use remote desktop support Customer will: (a) at its expense, maintain an approved, secure internet connection and such other compatible devices as needed to enable Tickmark Software to gain remote desktop access, with Customer's consent and (b) cooperate with Tickmark Software for the purposes of the initial set up.

For markets where Tickmark Software cooperates with an agent/local service provider in providing the Service, for customer support with Software Solution related questions a local agent/local service provider offers remote desktop support for the initial set up. Contact details of a local agent/local service provider are provided at registration.

6.3 Throughout the duration of this Agreement, Tickmark Software shall maintain appropriate hosting Agreements with AWS or such other service provider as Tickmark Software may deem appropriate, as well as appropriate SSL Certificates.

Section 7 – INTELECTUAL PROPERTY RIGHTS

7.1.   Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from Tickmark Software to the Customer. Intellectual Property Rights means all intellectual property rights, title and interests, including, without limitation, all copyright, patent, trade secret, trademark and other intellectual property and proprietary and moral rights related thereto, and these and any other similar rights in any jurisdiction relating to the Software Solution.

Section 8 - WARRANTIES AND DISCLAIMERS

8.1 Tickmark Software warrants to Customer that, the Service/Software Solution will perform substantially in accordance with the functional specification contained in the User manual available within Software Solution interface when such Service is accessed using the recommended operating system as per Technical Specifications. Tickmark Software's entire liability and the Customer's sole and exclusive remedy for breach of this Section 8.1 will be limited to Tickmark Software's refund of the last fee paid by Customer and termination of this Agreement. The warranties in this Section 8.1 shall not apply if, and during the period that Service was provided to Customer as Free trial.

8.2 The preceding Tickmark Software warranties do not apply to and, to the full extent permitted by law, Tickmark Software shall have no responsibility for breaches of warranty to the extent arising from: (i) Customer operator errors; (ii) Customer hardware or operating system failures; (iii) AWS system faults or failures.

8.3 EXCEPT FOR (i) THE WARRANTIES EXPRESSLY STATED ABOVE IN THIS SECTION 8 AND (ii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, TICKMARK SOFTWARE AND ITS AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, CUSTOM, USAGE, COURSE OF PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, TICKMARK SOFTWARE AND ITS AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT THE SOFTWARE SOLUTION, SUPPORT, OR SERVICE PROVIDED BY OR ON BEHALF OF TICKMARK SOFTWARE WILL SATISFY CUSTOMER'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT FREE OR UNINTERRUPTED, OR THAT ALL SOFTWARE SOLUTION DEFECTS WILL BE CORRECTED. EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 8, (A) THE SERVICE IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, SECURITY, DURABILITY, INTEGRABILITY OR ACCURACY, AND (B) CUSTOMER ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE OF THE SERVICE/SOFTWARE SOLUTION AND ITS OWN REPORTING AND OR AUDIT APPROACH OR METHODOLOGY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TICKMARK SOFTWARE, ANY OF ITS AGENT/LOCAL SERVICE PROVIDERS, AGENTS, SUBCONTRACTORS OR SUPPLIERS OR THEIR RESPECTIVE EMPLOYEES, OFFICERS OR DIRECTORS WILL INCREASE THE SCOPE OR OTHERWISE ALTER THE TERMS OF ANY WARRANTY EXPRESSLY STATED IN THIS AGREEMENT OR CREATE ANY NEW REPRESENTATIONS, WARRANTIES OR CONDITIONS.

Section 9 - LIMITATIONS OF LIABILITY

9.1 THE SOFTWARE SOLUTION MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT TICKMARK SOFTWARE AND ITS AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE, OR (II) UNAUTHORISED USERS (E.G. HACKERS), MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER'S DATA, WEBSITES, COMPUTERS OR NETWORKS. TICKMARK SOFTWARE SHALL NOT BE RESPONSIBLE FOR PREVENTION OR EFFECTS OF SUCH ACTIVITIES.

9.2 CUSTOMER ACKNOWLEDGES AND AGREES THAT TICKMARK SOFTWARE AND ITS AGENTS, SUBCONTRACTORS AND SUPPLIERS CANNOT INFLUENCE THE CONDUCT OF AWS OR ANY OTHER HOSTING SERVICES PROVIDER. TICKMARK SOFTWARE SHALL NOT BE RESPONSIBLE FOR ACTS OR OMISSIONS BY AWS OR OTHER HOSTING SERVICE PROVIDER.

9.3 CUSTOMER ASSUMES ALL RESPONSBILITIES AND RISKS, FOR ITSELF AND ALL ITS USERS, REGARDING: (I) ALL DATA AND INFORMATION COLLECTED, USED OR INCLUDED IN OR PROCESSED, ACCESSED OR STORED WITH THE SOFTWARE SOLUTION; (II) THE PREPARATION, ACCURACY, REVIEW AND USE OF RESULTS OBTAINED THROUGH USE OF THE SOFTWARE SOLUTION OR ANY CONTENT, AND ANY DECISIONS OR ADVICE MADE OR GIVEN TO ANY PARTY BASED ON THE USAGE OF THE SOFTWARE SOLUTION. TICKMARK SOFTWARE AND ITS AGENT/LOCAL SERVICE PROVIDERS, AGENTS, SUBCONTRACTORS AND SUPPLIERS ARE NOT ENGAGED IN RENDERING AUDITING, ACCOUNTING, LEGAL OR OTHER PROFESSIONAL OR EXPERT ADVICE OR SERVICES AND ARE NOT RESPONSIBLE FOR HOW THE SOFTWARE SOLUTION IS USED, THE RESULTS AND ANALYSIS DERIVED BY CUSTOMER BY USE OF THE SOFTWARE SOLUTION, THE DUE APPLICATION OF THE INTERNATIONAL STANDARDS OF AUDITING IN THEIR WORK AND ANY DECISIONS THE CUSTOMER MAY TAKE BASED ON CUSTOMER'S USAGE OF THE SOFTWARE SOLUTION.

9.4 EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER TICKMARK SOFTWARE OR CUSTOMER, NOR THEIR RESPECTIVE AGENT/ LOCAL SERVICE PROVIDERS, AGENTS, SUBCONTRACTORS OR SUPPLIERS, WILL HAVE ANY LIABILITY WHATSOEVER FOR ANY LOSS OF SALES, PROFITS, BUSINESS, DATA, OR OTHER INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR ANY LOSS OR DAMAGE, EVEN IF ADVISED OF THE POSSIBILITY OF THEIR OCCURRENCE, RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE SOFTWARE SOLUTION, CONTENT, SUPPORT OR ANY SERVICES RENDERED HEREUNDER, OR ANY OTHER CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE), PROVIDED, HOWEVER, THERE SHALL BE NO LIMITATION OF LIABILITY FOR CUSTOMER'S BREACH OF ANY PROVISIONS OF THIS AGREEMENT RELATING TO PAYMENT, CONFIDENTIALITY AND NON-DISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION.

9.5 The entire and collective liability of Tickmark Software and its agent/local service providers, agents, subcontractors and suppliers, arising out of or related to this Agreement, the Software Solution, Content, Support or Service in general, or any other cause whatsoever, including without limitation on account of performance or non-performance of obligations under this Agreement, regardless of the form of the cause of action, whether in contract, tort (including without limitation negligence), statute or otherwise, shall in no event exceed the total fees paid to Tickmark Software in the twelve-month period preceding the date such claim or cause of action first arose. The limitation of liability under this Section will be applied to the maximum extent permitted by applicable law.

Section 10 - TERM AND TERMINATION

10.1   This Agreement shall come into force upon the Customer's acceptance of these T & C and will remain in force until cancellation of Service by either party in accordance with the terms hereof.

10.2   Customer may cancel the Service at any time and thus terminate this Agreement. Customer terminates the Agreement by using the Contact form available on Tickmark Software web page (https://www.tickmark-software.com/). Following cancelation of the Service, Tickmark Software will charge the Customer for the Service provided up to cancellation, as per applicable Price list.

10.3.   Tickmark Software may cancel the Service and thus terminate this Agreement due to Customer's violation of any provision of the Agreement or for failure to pay the Service fee timely.

10.4.   If Customer does not make any imports using the Software Solution for consecutive period of 18 months, it is considered that the Customer has terminated the Agreement.

10.5.   Sections 5, 7, 8, 9, 11, and 10 herein, as well as any other sections of the Agreement that, either explicitly or by their nature, must remain in effect after termination of the Agreement, shall survive termination.

Section 11 - GOVERNING LAW AND DISPUTE RESOLUTION

11.1 The Parties consent to the application of Croatian law to govern, interpret and enforce all rights, duties and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

11.2 Any dispute arising under or relating to the subject matter of this Agreement shall be submitted for resolution to the competent Court in Rijeka.

Section 12 - FINAL PROVISIONS

12.1 This Agreement, including its Schedule I and Privacy Policy, (i) collectively constitute the entire Agreement between the parties, and (ii) supersede all prior Agreements, understandings, proposals and communications, oral or written, relating to the subject matter of this Agreement.

12.2. By accepting these T & C Customer confirms to have read our [Privacy Policy](#) for information regarding how Tickmark Software collects, uses, and discloses Customer's personal information and protects privacy when Customer uses the Software Solution, and provides us with consent to collect and use personal data in line with and for the purposes specified in our [Privacy Policy](#).

12.3 Should any provision of this Agreement be held invalid, illegal or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid, illegal or unenforceable the remaining provisions of the Agreement, and the application of that provision shall be enforced to the extend permitted by law.

12.4 Occasionally Tickmark Software may make changes to the Agreement. When material changes are made to the Agreement Tickmark Software will provide Customer with the advance notice (trough web on https://www.tickmark-software.com/ or by e-mail). Customer's continued use of the Service after the changes have been made will constitute Customer's acceptance of the changes. If the Customer does not wish to continue using the Service under the new version of the Agreement, it may cancel the service as per Section 10.

SCHEDULE I

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TECHNICAL SPECIFICATIONS

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Tickmark Reporting Tool is supported by Google Chrome and Mozilla Firefox. It is not compatible with Microsoft Edge.

CPU   1 GHz clock speed
RAM   2 GB
Hard disk drive 1.0 GB free disk space + your own documents
Operating system
Windows 7
Windows Server 2008 R2
Windows 8
Windows Server 2012
Windows 8.1
Windows Server 2012 R2
Windows 10