

Reckon GovConnect User Guide

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Introduction

The following gives a brief introduction to Standard Business Reporting (SBR) and Reckon GovConnect – Activity Statement Lodgement.

SBR Overview

SBR is a new initiative by the Federal Government launched on July 1st 2010. It is designed to make it easier for businesses to report data to the Government.

SBR reduces the amount of data and the number of reports that Governments require. SBR has already reduced the number of unique data elements required across more than 50 financial Government reports from 9,648 to 2,838 – a reduction of 70 per cent in the pieces of information businesses have to track, analyse and report on. This was achieved by standardising the names describing reporting terms.

The standardisation of these terms resulted in the SBR developing a single reporting language, the SBR Taxonomy (which is based on international best practice and standards). There are two major components in the SBR Taxonomy: the SBR Definitional Taxonomy (often referred to as a dictionary, it contains a complete set of standardised data elements, their definitions) and the SBR Reporting Taxonomy (reflects the specific message interaction for each agency report supported by SBR). The taxonomy makes it possible to map Government reporting terms directly to appropriate information in a business's accounting system.

Reckon GovConnect – Activity Statement Lodgement

Reckon has collaborated with the Australian Government to develop an SBR-enabled software application called Reckon GovConnect.

With Reckon GovConnect – Activity Statement Lodgement you can do the following:

- List your outstanding and historical Activity Statement obligations
- Pre-fill Activity Statement data from the ATO
- Pre-lodge to validate data before you send giving you an indication of refund/money owed and it also makes calculations in certain fields
- Automatically import your Reckon Accounts Simplified BAS output
- Dynamically configure forms according to your Business Profile
- Get an instant response on lodgement

AUSkey – A single sign-on

SBR-enabled software provides access to an AUSKey - single secure sign-on or common authentication system for Government online services. For businesses, this will mean a single credential for dealing with all participating agencies online rather than using a handful of user IDs and passwords to interact with the Government. This will provide an improved experience over existing authentication systems, including faster registration and easier ongoing maintenance.

There are three types of AUSKey:

- Standard AUSKey
- Administrator AUSKey
- Device AUSKey (Reckon GovConnect currently does not support the Device AUSKey)

For more information on each type, refer to the [ABR Help](#).

The Government has set up a website to make it easy to get an AUSKey in minutes, click [here](#).

System Requirements

The following are the recommended System Requirements for Reckon GovConnect:

- Reckon Accounts 2014 Accounting and above installed and activated(see Reckon Accounts 2014 Installation and Upgrade Guide for Reckon Accounts system requirements)
- 100 MB of disk space
- Microsoft .Net Framework Common Language Runtime 3.5 (and Service Pack 1); up to 500MB of available space may be required.
- Microsoft Windows Installer 3.1
- A valid AUSKey
- Internet access with ADSL or Cable Modem

Installation

Important Note to upgraders: Please uninstall prior version of Reckon GovConnect before you install Reckon GovConnect V1.0.1.2

Where to install Reckon GovConnect:

- Peer-to-Peer – install Reckon GovConnect on every computer that will be lodging via SBR.
- Terminal Server – install Reckon GovConnect on the server where Reckon Accounts is installed.

To install Reckon GovConnect – Activity Statement Lodgement, do the following:

1. Insert the Reckon Accounts DVD into your CD-ROM drive.
If the Installation Wizard does not start automatically, click Start in the Windows taskbar, then click Run. Type D:\autorun.exe (where D: is the CD-ROM drive letter). Click OK.
2. Select your region, i.e. Australia.
3. Click **Begin**.
4. Select **New User** or **Upgrade User**.
5. Click **Install**.
6. Click the option to install GovConnect and click **Next**.
7. Read the Licence Agreement, click **I accept the terms in the licence agreement** and then click **Next**.
8. Select the Installation Folder where you want to install Reckon GovConnect and then click **Next**.
9. Click **Next** to start the installation.
10. Once the installation is complete, click **Finish**.

SBR Activity Statement Process Overview

There are the functions which can be performed with the SBR Activity Statement:

Summary of the process

1. List

You will send a **List** request to the Tax Office that will return a list of your current and/or historical obligations. You can then select the activity statement that you want to work on.

2. Pre-fill

Once you have selected the activity statement you will send a **Pre-fill** request to the Tax Office and Reckon GovConnect – Activity Statement Lodgement application will pre-fill the activity statement with information that Tax Office already has, e.g. address and due dates.

3. Pre-lodge

After you have reviewed and updated your activity statement. You will send a **Pre-lodge** request to the Tax Office. This is a pre-lodgement validation check. If the information is incorrect, you will receive an error message and can correct the mistake before proceeding.

4. Lodge

Finally, you will **Lodge** your activity statement. When you have successfully lodged, you can save or print your lodgement receipt as your record that the Tax Office has received the activity statement.

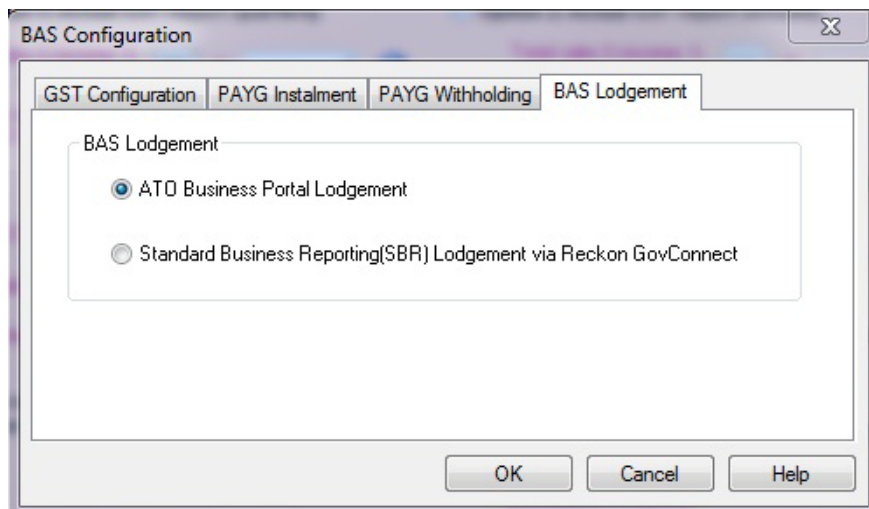
Reckon Accounts and Reckon GovConnect Step-by-Step Process

Setting Reckon Accounts to use Reckon GovConnect

To set Reckon Accounts to use Reckon GovConnect to lodge your Activity Statements, do the following:

1. Go to the **Reports** menu, click **Tax** and then click **Simplified BAS/IAS**.
2. Click **Config**.

3. Click the **BAS Lodgement** tab.

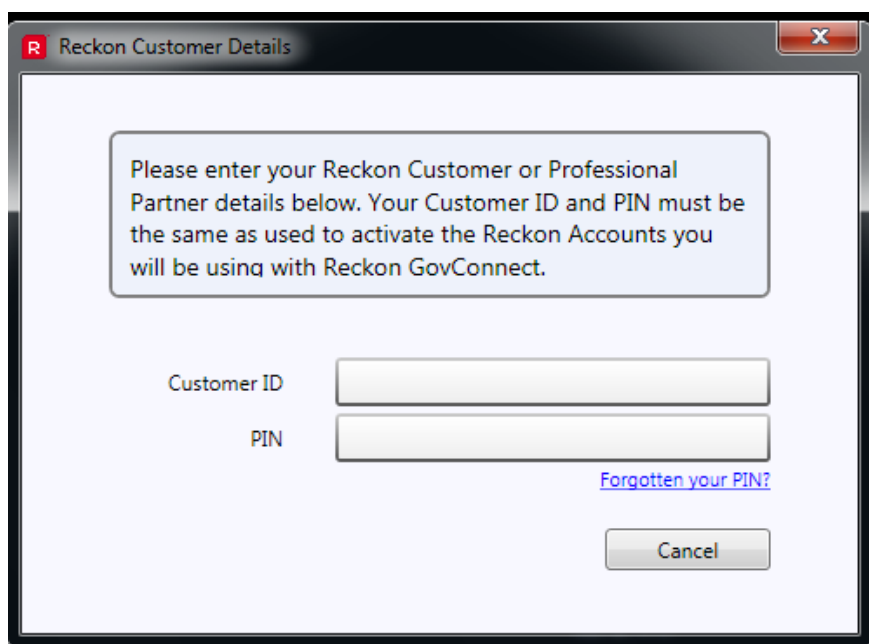


4. Select **Standard Business Reporting (SBR) Lodgement via Reckon GovConnect**.
5. Click **OK**.

The following is the step-by-step process to assist you in lodging your activity statement with the Tax Office:

1. Go to the **Reports** menu, click Tax and then click **Simplified BAS/IAS**.
2. Complete your BAS/IAS as per your normal process.
3. Click **Lodge**.

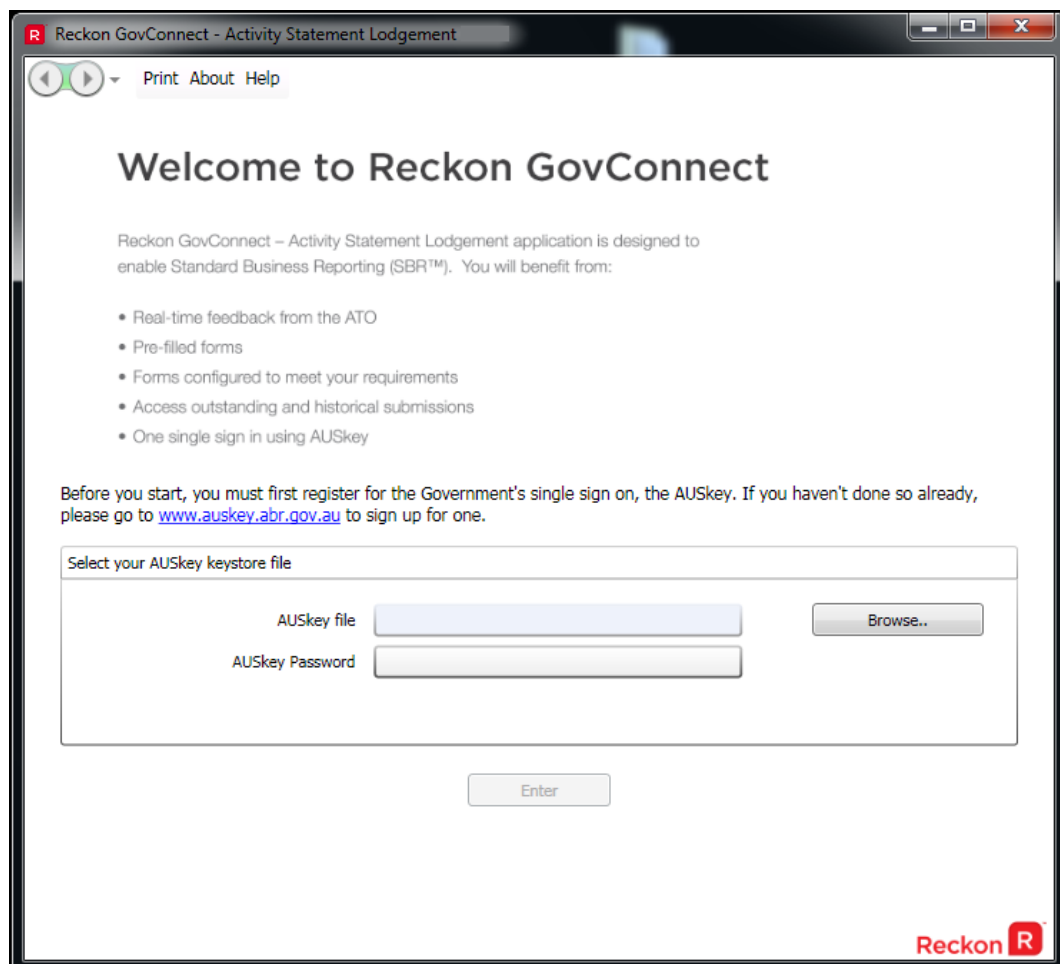
The Reckon **Customer Details** window opens (on first use only).



4. Enter your Customer ID and PIN number. You need to make sure that these details are the same details that you used to register your Reckon Accounts software. The **OK** button appears.

Click **OK**.

The **Welcome** window opens.



In most cases Reckon GovConnect will find your KeyStore file (i.e. *KeyStore.xml*) automatically from a list of the following locations:

a) Last known location

b) Default location when you download AUSkey file from the ABR

- Windows XP / 2003 Server
C:\Documents and Settings\USERNAME\Application Data\AUSkey
- Windows Vista
C:\Users\USERNAME\AppData\Roaming\AUSkey

- Windows 7

C:\Users\USERNAME\AppData\Roaming\AUSkey

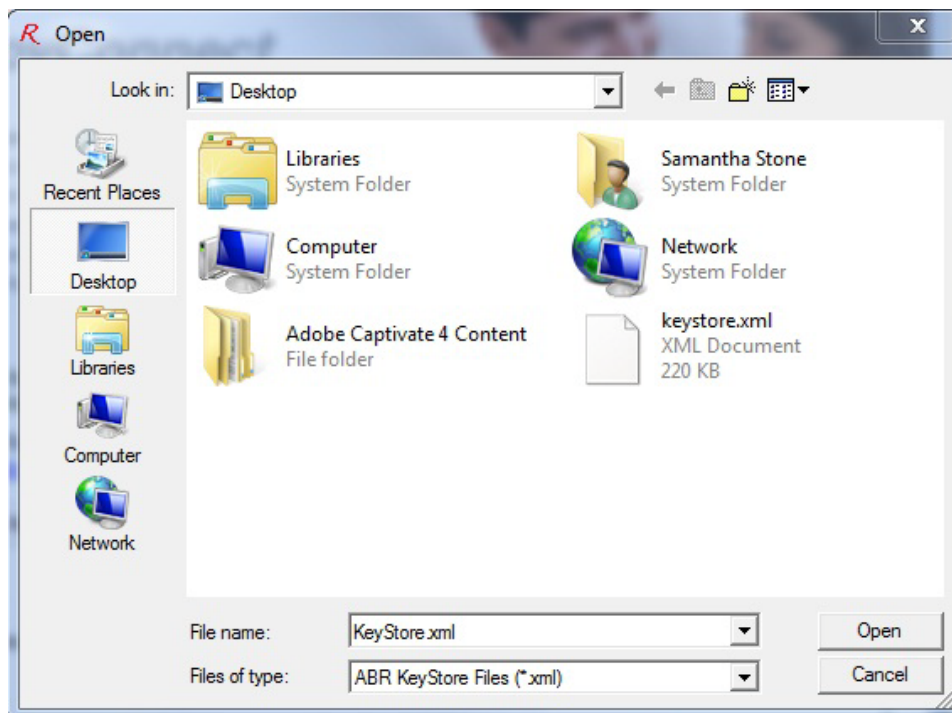
c) My Documents (root directory)

d) Desktop (root directory)

Note: If your KeyStore file is not in the above locations or you have renamed the file, Reckon GovConnect may not be able to find it and you will need to manually locate the file. Go to Step 6.

5. (Optional) Click **Browse**. You are now going to browse for your KeyStore.

The **Open** window opens.



6. Make sure the Keystore is selected and click **Open**.

When you have selected your keystore, the **I agree to the SBR privacy and condition of use** checkbox becomes available.

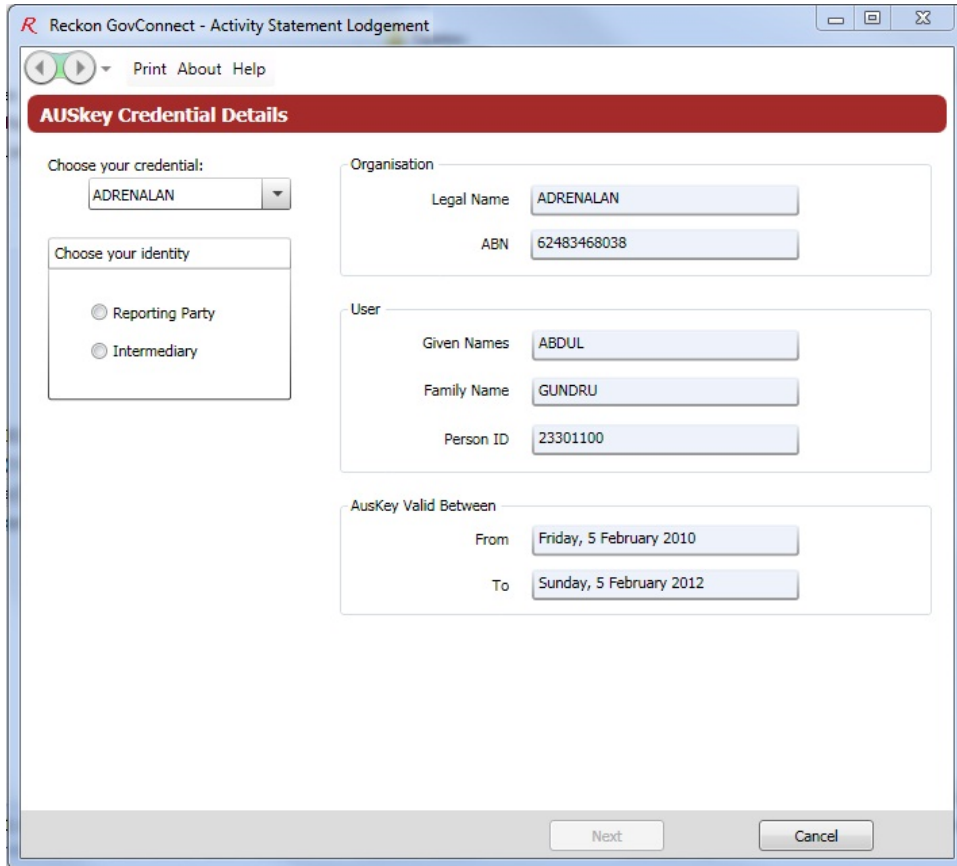
7. Enter your password into the **AUSkey Password** field.

Note: If you want to change your AUSkey password for your use, click **Change Password**. (This only changes your AUSkey password for the Reckon GovConnect application, just in case you want something that is easier to remember.)

8. Click the **I agree to the SBR privacy and condition of use** link and read the Terms and Conditions.
9. Click to select **I agree to the SBR privacy and condition of use** and the **Enter** button is displayed.

10. Click **Enter**.

The **AUSkey Credential Details** window opens.



The screenshot shows a web browser window titled "Reckon GovConnect - Activity Statement Lodgement". The main content area is titled "AUSkey Credential Details". It contains several sections:

- Choose your credential:** A dropdown menu with "ADRENALAN" selected.
- Choose your identity:** Two radio buttons: "Reporting Party" (selected) and "Intermediary".
- Organisation:** Fields for "Legal Name" (ADRENALAN) and "ABN" (62483468038).
- User:** Fields for "Given Names" (ABDUL), "Family Name" (GUNDRU), and "Person ID" (23301100).
- AusKey Valid Between:** Fields for "From" (Friday, 5 February 2010) and "To" (Sunday, 5 February 2012).

At the bottom of the window, there are two buttons: "Next" and "Cancel".

The **AUSkey Credential Details** window displays your AUSkey credentials, e.g. Organisation legal name, the user name and the AUSkey validation. These details are not editable as they are held within your AUSkey.

You can select if you are a **Reporting Party** or an **Intermediary** from this window. (**Note:** An Intermediary that lodges Activity Statements on behalf of others must be a registered BAS Agent or Tax Agent.)

11. Select whether you are a **Reporting Party** or **Intermediary** and click **Next**.

The **List Request** window opens.

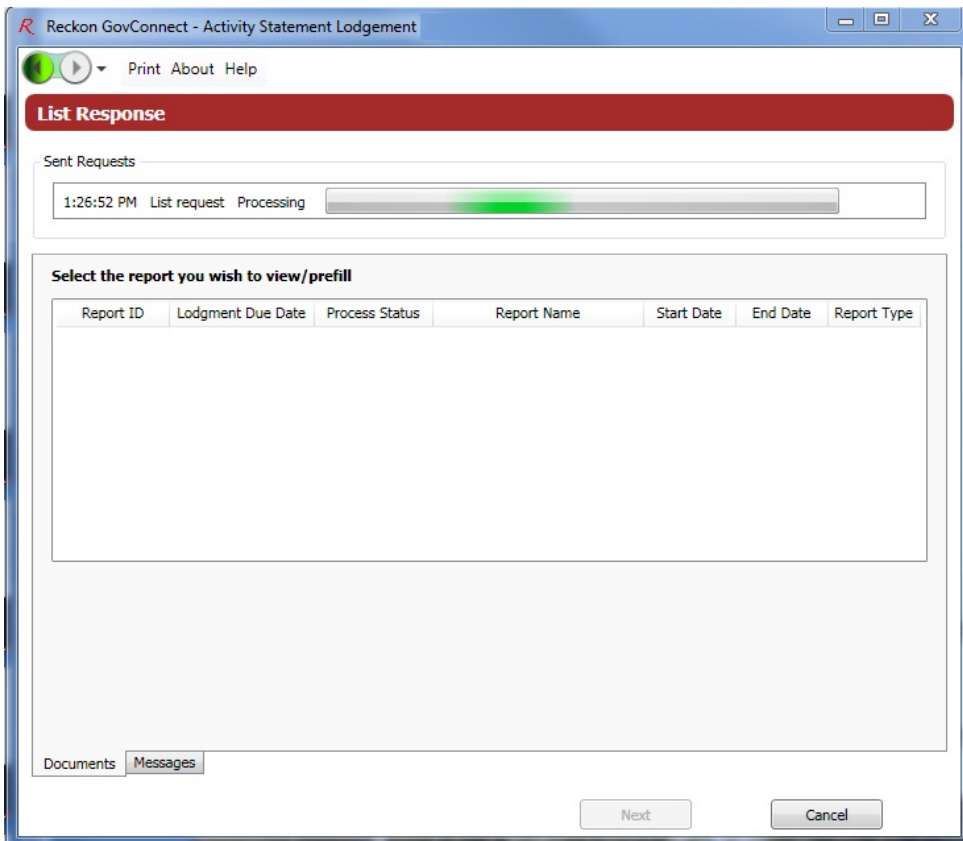
The **List Request** window allows you to select your search criteria for the Activity Statements that you want to list, e.g. the date range and whether you want to list current obligations, a history of your Activity Statements or both.

12. (if you are an Intermediary) Enter the **Payer's ABN** or **TFN** of the entity that you are reporting for in the **Payer's ABN** or **TFN** field.
13. (if applicable) Enter a **Branch Code** (**Note:** Enter 1 instead of 001)
14. Enter the **Start Date** and **End Date** you want to search on.

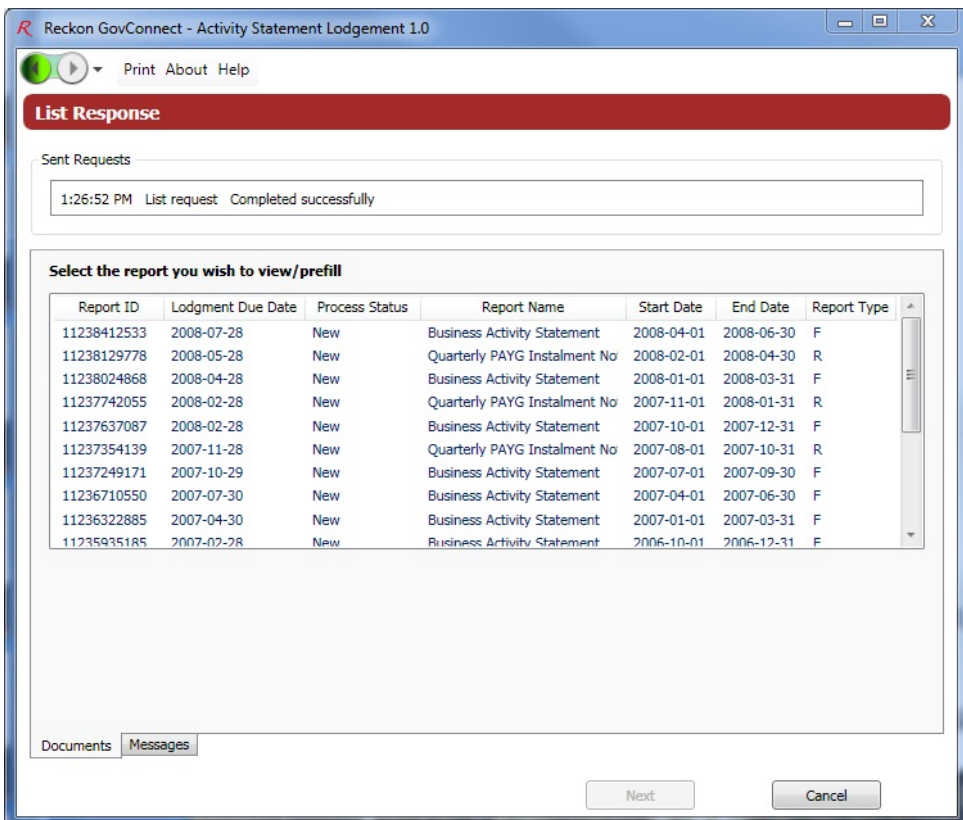
The search period defaults to look at the last BAS period and then adds a month to the end date. E.g. if today's date is 4th April 2012, the default period will be 1th January 2012 to 30th April 2012.

15. Select **Current Obligations**, **History** or **All**.
16. (if you are an Intermediary, you will see a **TAN** field). If applicable, enter your Tax Agent Number in the **TAN** field. (This is not mandatory.)
17. Click **OK**.

The request is sent to the ATO.



The List request will then be **Completed successfully**.

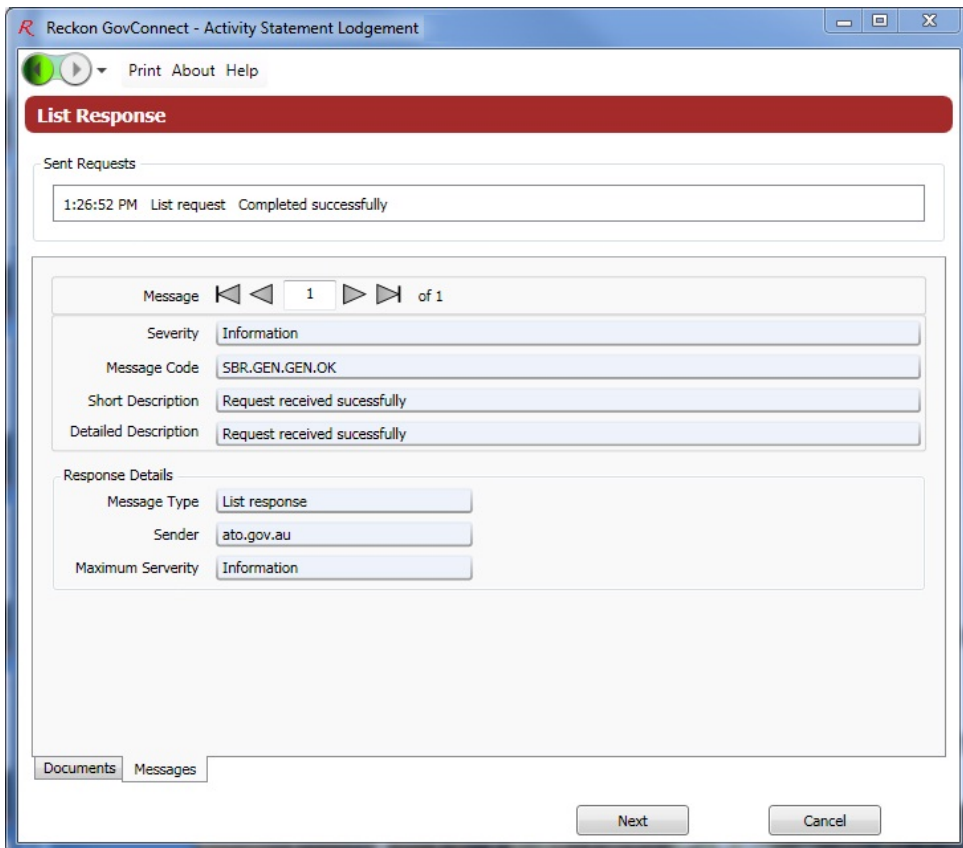


The **List Response** window lists all the Activity Statements that match your search criteria. It will show you the Report ID, Lodgement Due Date, Process Status, Report Name, Start Date, End Date and Report Type.

The following table lists the possible **Process Status** you may receive:

Process Status	Description
NEW	New reporting obligation
GEN	Pending DGST Amount
RCVD	Lodged
EXCL	Excluded
FIN	Processed
CANC	Cancelled
DISC	Discontinued

When you select an Activity Statement from the list, you can view any messages that apply to it by clicking the **Messages** tab, e.g. received successfully etc. If you receive any messages you can still pre-fill and lodge. Messages are simply informative and do not stop you from progressing.



If you get any Exception message, you can view them by clicking the **Exception** tab. It is very rare to receive an exception message. You may receive an exception message if there was a communication error.

18. On the **Documents** tab, select the Activity Statement report that you want to view and prefill and click **Next**.

The **Prefill Request** window opens.

Reckon GovConnect - Activity Statement Lodgement

Print About Help

Prefill request

Send a request to prefill selected report.

ABN 32087112105

Report ID 11238412533

Search Period

Start Date 01/04/2008 End Date 30/06/2008

AUSkey Credential

User full name Forest Briggs

Organisation legal name Gentec P/L

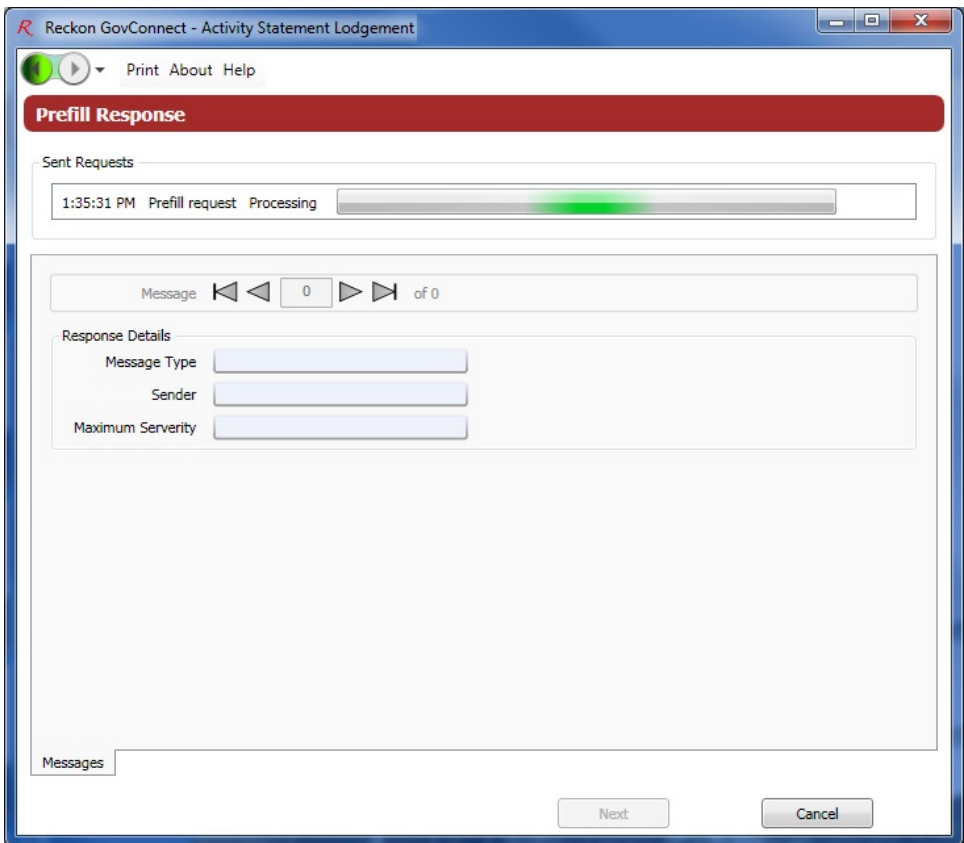
ABN 32087112105

Prefill Cancel

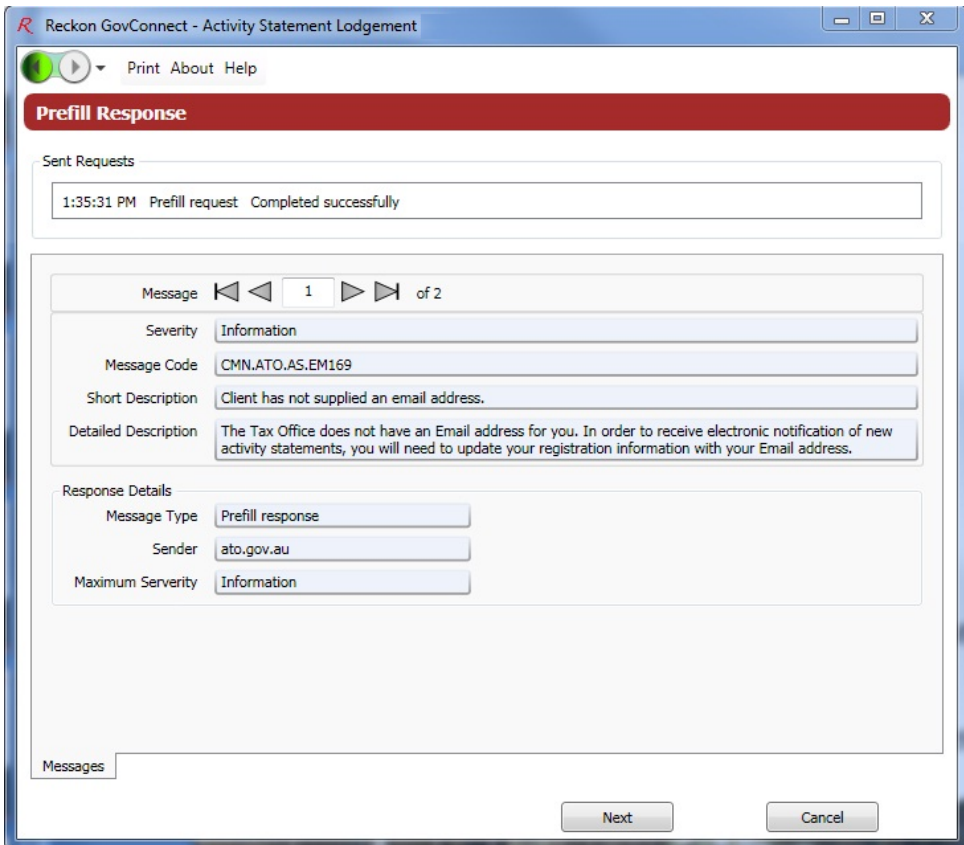
The **Prefill Request** window shows you a summary of the report you have chosen.

19. Click **Prefill**.

The request is sent to the ATO.



The Prefill response will then be **Completed successfully**.



The **Prefill Response** window shows you any messages relating to this Activity Statement, e.g. Client has not supplied an email address. You can use the arrows to move between each message and to see a **Detailed Description**. If you receive any messages you can still pre-fill and lodge.

You can also view any Exception messages by clicking the **Exception** tab. It is very rare to receive an exception message. You may receive an exception message if there was a communication error.

20. Click **Next**.

Your Simplified BAS/IAS file generated by Reckon Accounts is automatically imported.

Note: as the Bas/IAS is automatically imported the 'Import' button that was available in Reckon GovConnect V1 has been removed from the Toolbar.

The Activity Statement form window opens.

Note: Only fields applicable to your profile appear in the Activity Statement form window, if there are any discrepancies please contact the ATO.

If you are an Intermediary, you will also see an **Intermediary** tab.

Reckon GovConnect - Activity Statement Lodgement

Print Refresh BAS Send PreLodge Logout About Help

Report Details GST PAYG withholding Summary Government Agency Organisation Details Send Errors

BAS F Business Activity Statement Status New

Lodgement Due Date 28/07/2008

Payment Due Date 28/07/2008

Statement Document Identification Number 11238412533

Is cash accounting method used? No

Estimate the time taken to complete this form. Include the time taken to collect any information

Hours Minutes

Tab	Description
Report Details tab	<p>The Report Details tab displays summary information on the Activity Statement you are viewing, e.g. the lodgement due date, payment due date, Statement Document Identification Number and whether cash or accrual accounting method is used.</p> <p>This information is pre-filled from the ATO and can not be changed.</p> <p>Optional – you can enter an estimate of the amount of time taken to complete this form. This information is sent to the SBR team for research purposes.</p>

21. (Optional) If you want to make change to the BAS/IAS figures you can change it in Reckon GovConnect. It's important to note that the information you are submitting with Reckon GovConnect to the ATO will not match the figures in Reckon Accounts. We strongly recommend that you make changes in Reckon Accounts, and then click **Lodge** in the **Simplified BAS** window. Once you've re-lodged and return to Reckon GovConnect, the **Refresh BAS** menu will be highlighted in yellow, suggesting you should refresh the BAS/IAS figures you are about to submit.

To refresh your Simplified BAS/IAS from Reckon Accounts:

- Click Refresh BAS.

Reckon GovConnect - Activity Statement Lodgement

Print RefreshBAS Send PreLodge Logout About Help

Report Details **GST** PAYG withholding Summary Government Agency Organisation Details Send Errors

Goods and services tax (GST)

GST Option 1 → GST Option1
 GST Option2

GST Option1

Option 1: Calculate GST and report quarterly

G1 Amount can't be empty
 G2 Amount can't be empty
 G3 Amount can't be empty
 G10 Amount can't be empty

Validate

Total sales **G1** \$ *

Does the amount shown at G1 include GST Yes No

Use WorkSheet for GST Yes No

Export sales **G2** \$ *

Other GST-free sales **G3** \$ *

Capital purchases(including any GST) **G10** \$ *

Non-capital purchases(including any GST) **G11** \$ *

Reckon GovConnect - Activity Statement Lodgement

Print RefreshBAS Send PreLodge Logout About Help

Report Details **GST** PAYG withholding Summary Government Agency Organisation Details Send Errors

Goods and services tax (GST)

GST Option1
GST Option 2 → GST Option2

Option 2: Calculate GST quarterly and report annually

Total sales **G1** \$ *

Does the amount shown at G1 include GST Yes No

Tab	Description
GST tab	<p>The GST tab provides you with two options: GST Option1 and GST Option2. (You may only see one of these options, it depends on your AUSkey.)</p> <p>GST Option1 provides a detail view and allows you to enter amounts into the G1, G2, G3, G10 and G11 fields.</p> <p>Note: The G1, G2, G3 and G10 fields can not be blank.</p> <p>You can click Validate to check that an amount has been entered.</p> <p>GST Option2 provides a summary view and allows you to enter one amount into the G1 field.</p> <p>Note: The G1 field can not be empty.</p> <p>You can click Validate to check your amount.</p>

If you would like to use the **Sales Worksheet** and the **Purchase Worksheet**, make sure that you have **GST Option 1** selected and then click **Yes to Use Worksheet for GST** (these worksheets are not available unless this option is selected).

The screenshot shows the 'Reckon GovConnect - Activity Statement Lodgement' window. The 'GST' tab is active, and 'GST Option1' is selected. Below the selection, there are tabs for 'GST Option1', 'Sales Worksheet', and 'Purchase Worksheet'. A section titled 'Amounts you owe the Tax Office from sales' contains the following table:

Field	Label	Amount
Input taxed sales	G4	\$ [input field]
G2+G3+G4	G5	\$ 0
Total Sales subject to GST (G1-G5)	G6	\$ 0
Adjustments (if applicable)	G7	\$ [input field]
Total sales subject to GST after adjustments (G6+G7)	G8	\$ 0
GST on sales (G8 divided by eleven)	G9	\$ 0

A note at the bottom states: 'G9 is automatically transferred into 1A of Pay Summary'.

Tab	Description
GST tab – Sales Worksheet	<p>The Sales Worksheet can be used to assist you in calculating the correct amounts.</p> <p>You can enter amounts into the grey fields at G4 and G7.</p> <p>The solid black coloured fields can not be edited.</p> <p>The G9 field will automatically be transferred to the 1A field on the Summary tab.</p>

Reckon GovConnect - Activity Statement Lodgement

Print Refresh BAS Send PreLodge Logout About Help

Report Details **GST** PAYG withholding Summary Government Agency Organisation Details Send Errors

Goods and services tax (GST)

GST Option1
 GST Option2

GST Option1 Sales Worksheet **Purchase Worksheet**

GST amounts the Tax Office owes you from purchases

(G10 + G11)	G12	\$	0
Purchases for making input taxed sales	G13	\$	
Purchases without GST in the price	G14	\$	
Estimated purchases for private use or not income tax deductible	G15	\$	
G13 + G14 + G15	G16	\$	
Total purchases subject to GST (G12 - G16)	G17	\$	0
Adjustments (if applicable)	G18	\$	
Total purchases subject to GST after adjustments (G17 + G18)	G19	\$	0
GST on purchase (G19 divided by eleven)	G20	\$	0

G20 is automatically transferred into 1B of Refund Summary

Tab	Description
GST tab – Purchase Worksheet	<p>The Purchase Worksheet can be used to assist you in calculating the correct amounts.</p> <p>You can enter amounts into the grey fields at G13, G14, G15 and G18.</p> <p>The solid black coloured fields can not be edited.</p> <p>The G20 field will automatically be transferred to the 1B field on the Summary tab.</p>

Tab	Description
PAYG withholding tab	The PAYG withholding tab shows you the amounts you are going to submit to the ATO, e.g. W1, W2.

Reckon GovConnect - Activity Statement Lodgement

Print Refresh BAS Send PreLodge Logout About Help

Report Details GST PAYG withholding Summary Government Agency Organisation Details Send Errors

Amounts you owe the Tax Office

▶ 1A Amount can't be empty
Validate

GST on sales or GST Installment **1A** \$ 0

PAYG tax withheld **4** \$

8A \$ 0

Amounts the Tax Office owes you

▶ 1B Amount can't be empty
Validate

GST on purchases **1B** \$ 0

Payment

This amount is payable to the Tax Office **9** \$ 0

Tab	Description
Summary tab	The Summary tab shows your Tax Payable or Recievable.

Reckon GovConnect - Activity Statement Lodgement

Print Refresh BAS Send PreLodge Logout About Help

Report Details **GST** PAYG withholding Summary **Government Agency** Organisation Details Send Errors

Methods of payment

General information
Payments cannot be made by credit card, or in person at any Tax Office branch or shopfront.
 Customer Reference Number 320871121052660

Bpay
 BPAY: contact your financial institution to make this payment from your cheque or savings account. Quote biller code as below and your EFT code as the customer reference number.
 Bpay Biller Code 75556

Direct credit
 Direct credit: you can electronically transfer funds to the Tax Office's direct credit bank account using online banking facilities.
 Financial Institution Name Reserve Bank of Australia
 Bank State Branch Number 093003
 Account Number 316385
 Account Name ATO EFT Deposits Trust Account

Cheques/money orders
 Cheques/money orders should be for amounts in Australian dollars and payable to 'Deputy Commissioner of Taxation'. Cheques should be crossed 'Not Negotiable'.
 Attention to Australian Taxation Office
 Government Agency Address
 Locked Bag 1793
 State/territory (Australia only) NSW
 Suburb/town/locality Penrith
 Postcode (Australia only) 1793
 Government Agency Branch Code PEN

Direct debit
 Direct debit: have your payment deducted from your financial institution account (not credit cards). Phone 1800 802 308 for a direct debit request form and/or details.

Mail payments
 Mail payments: mail the payment slip together with your cheque or money order using the envelope provided. Please do not use pins or staples. Do not send cash. See right for cheque information.

Post office
 Post office: payments can be made at any post office by cash, cheque or EFTPOS (where available and subject to daily limits). A \$3,000 limit applies to cash payments. Your payment slip must be presented with your payment.

Tab	Description
Government Agency tab	The Government Agency tab displays pre-filled information from the ATO for your reference, e.g. Customer Reference Number and Payment details.

Reckon GovConnect - Activity Statement Lodgement

Print Refresh BAS Send PreLodge Logout About Help

Report Details **GST** PAYG withholding Summary Government Agency **Organisation Details** Send Errors

Reporting party details

General information

Business/trading Name

Branch code

TFN - Tax file number

Business postal address

State/territory (Australia only)

Suburb/town/locality

Postcode (Australia only)

Is this overseas address? Yes No

Contact information

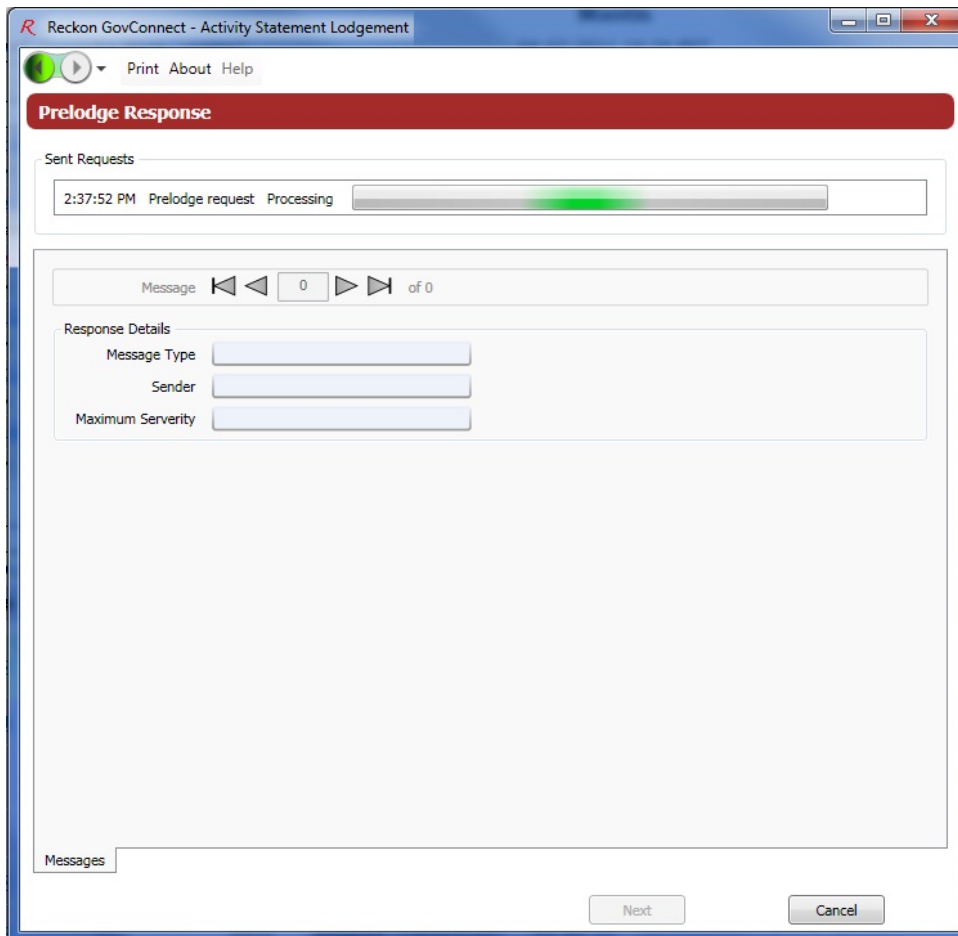
Telephone

Email address

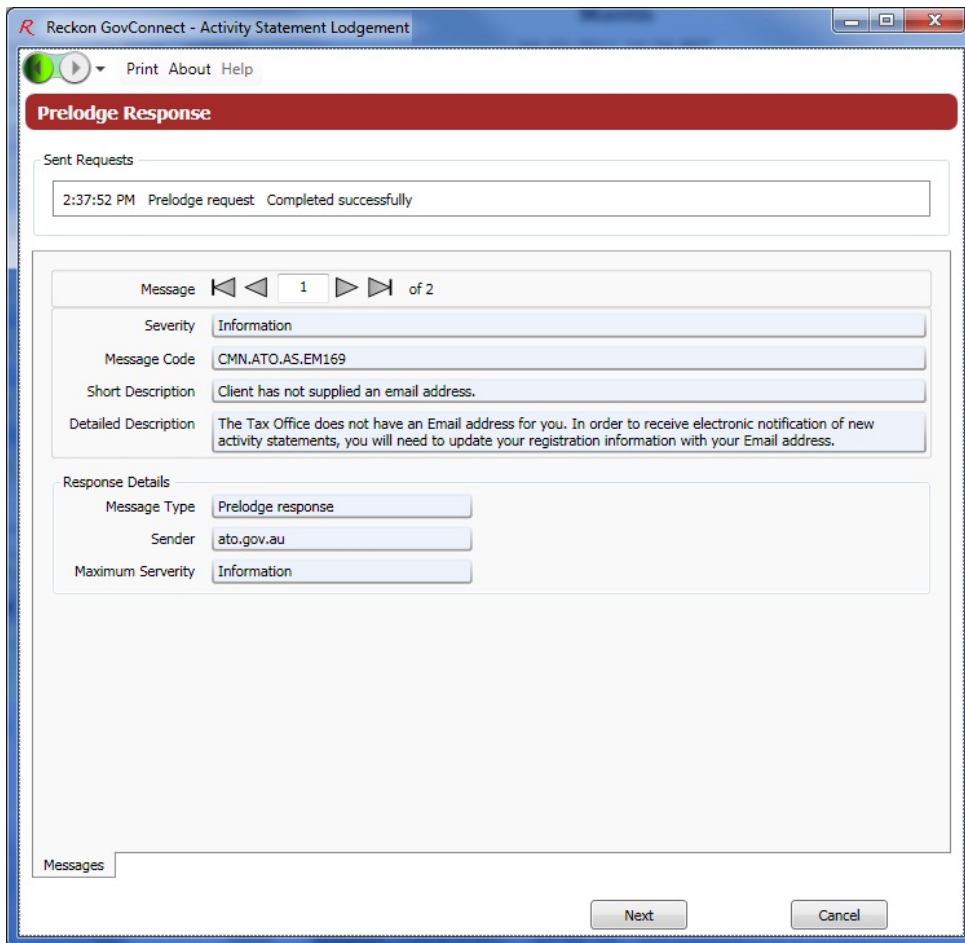
Tab	Description
Organisation Details tab	The Organisation Details tab displays pre-filled information from the ATO for your reference, e.g. reporting party details or intermediary details. To update the information in this screen you will need to contact the relevant agency.

22. When you are ready, click **Send Pre-Lodge**.

The request is sent to the ATO.



The Prelodge response will then be **Completed successfully**.



The **Prelodge Response** window shows you any messages relating to this Activity Statement, e.g. Client has not supplied an email address. You can use the arrows to move between the messages.

Some messages may be alarming, however, the SBR team has stated that they are purely informational.

If you receive any exceptions, they can be viewed by clicking the **Exception** tab. It is very rare to receive an exception message. You may receive an exception message if there was a communication error.

23. Click **Next**.

The Activity Statement form window opens again with a new button on the toolbar; **Lodge BAS**.

Reckon GovConnect - Activity Statement Lodgement

Print Refresh BAS Send PreLodge Lodge BAS Logout About Help

Report Details GST PAYG withholding Summary Government Agency Organisation Details Send Errors

BAS F Business Activity Statement Status **New**

Lodgement Due Date 28/07/2008

Payment Due Date 28/07/2008

Statement Document Identification Number 11238412533

Is cash accounting method used? No

Estimate the time taken to complete this form. Include the time taken to collect any information

Hours Minutes

You can change the amounts if you want and do the PreLodge again.

24. When you are ready you can click **Lodge BAS**.

The **Declaration** window opens.

Reckon GovConnect - Activity Statement Lodgement

Print About Help

Declaration

AUSkey Credential

User full name Forest Briggs

Organisation legal name Gentec P/L

ABN 32087112105

I declare that the information transmitted in this activity statement is true and correct and that I am authorised to make this declaration. The tax invoice requirements have been met.

I sign this declaration using my AUSkey credential

[Privacy policy](#)

Full Name

Commit Cancel

25. Click to select **I sign this declaration using my AUSkey credential**.
26. Enter your **Full Name**.
27. Click **Commit**.

Your Lodge request is sent to the ATO.



28. Click **OK**.

29. Now you can exit Reckon GovConnect by clicking **Logout**.

Things to be aware of when using Reckon GovConnect

- The ATO doesn't allow negative numbers in any fields. Therefore, if these are to be negative numbers – enter 0 (zero).
- The List of Activity Statements that are displayed are provided by the ATO, if the Statement you are trying to Lodge doesn't appear it may have already been lodged. Click **Back**, change the Search Criteria to **All** and click **OK** again, if the Statement still doesn't appear contact the ATO.
- The fields displayed on screen are the fields specific to your Business as specified by the ATO, if you believe the incorrect fields are displayed contact the ATO.
- Some fields are Pre-Filled with an amount by the ATO and are not editable, if you believe the amount that appears is incorrect contact the ATO.

RECKON GOVCONNECT

THIS IS AN IMPORTANT DOCUMENT. PLEASE READ THIS CAREFULLY.

This is a contract between Reckon Limited (ACN 003 348 730) (*Reckon*) and you. By using the Software supplied with this document, and the related user guides and materials (together the *Software*), you agree to be bound by the terms of this Licence. This Licence covers copies of the Software provided for evaluation or trial purposes, subscription versions and non-subscription or full versions of the Software. Some Licence provisions may not be applicable to you, depending on the particular version of the Software you have purchased or if you are using the Software for evaluation purposes. The defined terms and the rules of interpretation in this Licence are set out in clause 12.

Important: There are a number of technical features within the Software that may affect your ability to continue to use the Software. These are outlined in more detail in the terms of the Licence, but in summary:

- you are purchasing the right to use the Software, not to own it;
- if you have been provided with a Trial Version, you may only use the Software on a temporary basis to evaluate the Software's functionality and suitability for your requirements;
- You must be a current Reckon Subscriber at the time you install and each time you access this Software. To be Reckon Subscriber you must have a current version or subscription to a specified Reckon Software (*ie. Accounts Hosted, Accounts Accounting, Accounts Enterprise, Accounts Pro, Accounts Premier*), or hold a current Reckon Advantage membership, or be a current Professional Partner member. Reckon will verify your status at every use of the Software to confirm that you are a Reckon Subscriber and eligible to access the Software. If you are not a Reckon Subscriber at the relevant time, you will not be able to use the Software;
- To access the full functionality of the Software you must have installed the current version of the Reckon Software. You are responsible for making sure that all software you are using is current (and that you have installed all updates);
- The number of licences and users to which you subscribe as a Reckon Subscriber determines the number of licences and permitted users of the Software;
- The ability of Reckon to provide access to the SBR-enabled applications is subject to the terms and conditions of Reckon's licence with the Commonwealth Government and relies on the accuracy, functionality and security of the relevant Government authorities or Participating SBR Agency, such as the ATO or ASIC, over which Reckon does not have any control;
- You must separately agree to accept the Commonwealth's [End User Licence Agreement](#) and [Privacy Conditions](#) which relate to access to the SBR facilities. (They can be accessed on the official SBR website, www.sbr.gov.au, then go to About SBR, and SBR legal conditions.)
- You need to have obtained an AUSkey from the Australian Business Register with the correct permissions, privileges or authority to be able to use the Software and access the SBR-enabled services. You are responsible for all activities, transactions, authorisations, statements and declarations made when using the AUSkey and/or the Software;
- You are solely responsible for the accuracy of any information or material lodged or penalties using the Software and any access or documentation needed to be kept to meet regulatory requirements in relation to the information or material lodged. You are responsible for ensuring that the information held by the Participating SBR Agency is relevant and up to date;
- The Commonwealth, the States and Territories and their agencies involved in the SBR Program do not

endorse, certify, warrant or, to the extent permitted by law, accept any liability for this product (direct, indirect or consequential). You must satisfy yourself that this product is suitable for your requirements and IT environment;

- The Software contains registration and activation processes to guard against illegal copying. To continue using the Software, those processes may require you to verify your compliance with the terms under which you are licensed to use the software (for example, the number of computers on which the software is installed) and we will verify your status as a Reckon Subscriber. You will also need to reactivate your Software if you want to reinstall it (for example, if you upgrade your computer or if you have a hard drive failure or changes to client server architecture, and you may incur a technical support cost for this);
- There will be no charge to activate the Software initially or to reactivate your Software or renew a subscription, Reckon may charge you a fee for technical support if you need to reactivate the Software in other circumstances (for example, if you need to reinstall the Software or if you upgrade your computer, change your network configurations or due to a hard drive failure);
- Reckon has a 'sunset policy' which means that technical support is not available for some older versions of the Software. This includes the ability to install or re-install Software for any reason for those old versions. If you wish to continue using the Software in those circumstances, you will need to purchase a new copy of the current version of the Software.
- You acknowledge that Reckon collects information from you when registering, activating and validating the Software and when you use the Software. For details on how we collect, use, disclose and store your personal information and how you can contact us if you want to access or correct personal information, please refer to Reckon's Privacy Statement on our website <http://www.reckon.com.au/aboutus/policies.aspx>. By activating and using the Software you consent to Reckon's collection and use of the information collected from you in accordance with Reckon's Privacy Policy.

1. LICENCE

- (a) *Evaluation licence:* If Reckon has provided a Trial Version of the Software to you, your rights to use the Trial Version are solely as set out in clause 11.
- (b) *Licence to use:* Reckon grants you a personal, non-exclusive, non-transferable, limited licence to use the Software on the terms of this Licence for the period determined in accordance with clause 8.
- (c) *No transfer of copyright:* The Software is licensed not sold, despite any reference to "purchase" or "sale" in this Licence or in any invoice or purchase order for the supply of the Software. Reckon reserves all rights not expressly granted to you. Reckon Limited is the owner of copyright in the Software and retains ownership of the copyright and all other intellectual property rights in the Software and is protected by copyright law and international copyright treaty.

2. YOUR PERMITTED USE OF THE SOFTWARE

- (a) In order to use the Software you must be a current Reckon Subscriber (ie. you must have a current version or subscription to the Reckon Software, or current Reckon Advantage membership or be a current Professional Partner member) at the time you

install and each time you use the Software. Reckon will verify your status at each use of the Software to determine your eligibility to continue to have access to the Software.

- (b) The number of licences and users to which you subscribe as a Reckon Subscriber determines the number of licences and permitted users of the Software.
- (c) You agree to keep the Software up to date within a reasonable time or within such time as the Software prompts you to do so.
- (d) *General restrictions:* You must not:
 - (i) use or rely upon the Software for any purpose or in any manner for which the Software is not warranted;
 - (ii) copy, reproduce, translate, adapt, vary, merge or modify or create any derivative work based on the Software;
 - (iii) reverse engineer, decompile, disassemble, reconfigure or otherwise attempt to discover the source code of the Software; or
 - (iv) sell, market, network, transfer, lease, license, sub-license, rent, lend or otherwise dispose of or distribute the Software or use the Software to provide any Internet based services, including a bureau or hosting service.
- (e) *Licence verification:* Upon written request from Reckon, including by e-mail, you agree to provide Reckon with a signed certificate:
 - (i) verifying that the Software is being used fully in accordance with this Licence, including user and machine limitations, and
 - (ii) listing locations, types and serial numbers of equipment on which the Software is run.

You agree to allow Reckon to use and disclose any personal details provided to Reckon in connection with this Licence in accordance with Reckon's then current privacy policy displayed on Reckon's website <http://www.reckon.com.au>.

- (f) *Audit rights:* Reckon may also audit the number of copies of the Software in use or possession by you, the equipment on which the Software is installed or used and the number of users using the Software. Audits will be conducted in your normal business hours, or upon reasonable prior written notice, at Reckon's expense. If the audit reveals underpaid or unpaid fees due to Reckon, you will be invoiced for them based on Reckon's then current price list, and if these exceed 5% of the licence fees you have already paid, you will also be invoiced for the cost of the audit.

3. PRODUCT ACTIVATION AND VERIFICATION

- (a) *Initial registration and verifying licence details:* This Software may contain technology that protects Reckon against illegal copying. As a consequence, you may be required to:
 - (i) Provide your Reckon Customer details, ie. Customer ID Number and PIN and/or register your details during the initial installation, including your name, contact details

and details of the hardware on which the Software will be installed (if this is not done automatically by the Software);

- (ii) have the Software reactivated (on payment of the relevant renewal fee maintain your status as a Reckon Subscriber and verification of your current licence details) if you wish to continue to access the Software;
 - (iii) have the Software reactivated by Reckon if you wish to re-install the Software (for example, if you would like to install the Software on a new computer or if you have a hard drive failure, change in your network configuration and need to reload your Software); and
- (b) *Manner of verification:* You must be a Reckon Subscriber at the time you install the Software and each time you use the Software. Reckon will verify your status as a Reckon Subscriber at each use of the Software to determine your eligibility to continue to have access to the Software. Verification is based on Reckon's records at the time of verification.
- (c) *Charges for reactivation:* there will be no charge to activate the Software initially or to reactivate your Software or after renewal as a Reckon Subscriber, Reckon may charge you a fee for technical support if you need to reactivate the Software in other circumstances (for example, if you need to reinstall the Software if you upgrade your computer, change your network configurations or due to a hard drive failure). For the current fees go to <http://www.reckon.com.au>.
- (d) *Consequences of non-renewal and failure to verify details:* This Software is provided to you on the understanding and acknowledgment that it may contain technology which deactivates and disables the Software when you are no longer a current Reckon Subscriber or otherwise entitled or eligible to use it. Once the Software is deactivated you will not be able to access the Software or any of the SBR-enabled services at all (including printing out or viewing any of your data, records or lodgements).
- (e) *Statutory declaration:* In certain circumstances, before permitting a re-activation, Reckon may require you to provide it with a Statutory Declaration stating the reasons for re-activation in a form required by Reckon.
- (f) *Older versions:* Reckon has a sunset policy (covered in more detail in clause 5(a) which means that technical support is not available for certain older versions of the Software. If technical support is not available for your version, you will not be able to reactivate or reinstall your Software. In those circumstances you will need to purchase a current version or Upgrade in order to continue using the Software. Please go to <http://www.reckon.com.au> to see the sunset policy.

4. DATA COLLECTION AND PRIVACY

- (a) You acknowledge and agree that Reckon collects information from you when registering, activating and validating the Software. Additional information may also be collected in relation to your use of the Software. Reckon handles personal information in accordance with the Privacy Act 1988 (Cth) and the applicable Privacy Principles. For details on how we collect, use, disclose and store your personal information and

how you can contact us if you want to access or correct personal information please refer to Reckon's Privacy Statement on our website <http://www.reckon.com.au/aboutus/policies.aspx>].

- (b) By activating and using the Software:
- (i) you agree to allow Reckon to use and disclose any personal information provided to Reckon in connection with this Licence in accordance with Reckon's then current privacy policy displayed on Reckon's website; and
 - (ii) you acknowledge and agree that you are solely responsible and liable for any personal information you collect, use or store using the Software.

5. TECHNICAL SUPPORT

- (a) *Period when technical support is available:* Reckon will provide technical support for the Software only (and for the avoidance of doubt this does not include support for third party hardware or software, which remains the responsibility of the relevant third party), during the following periods:
- (i) during the period for which you are a current Reckon Subscriber and have paid the relevant subscription fees; and
 - (ii) there is a 'sunset period' during which technical support may not be available for a version of Software which has been updated. The sunset period for a version will commence on the earlier of:
 - (A) 2 years after the date on which you first installed the version on your computer; or
 - (B) the date Reckon releases the second successive Upgrade to that version.For further explanation of Reckon's sunset policy please go to <http://www.reckon.com.au>.
- (b) *What is included as part of technical support:* Reckon will provide technical support in accordance with its then current technical support policy, which may include:
- (i) as contemplated by clause 3, the technical support required to reactivate the Software or to issue a replacement registration key code (for example, when you verify your licence details, renew a subscription or if you need to reinstall the Software);
 - (ii) provision of telephone help desk support services;
 - (iii) access to technical information about the Software contained on Reckon's website; and
 - (iv) the ability for you to download Updates,
- but it does not include provision of Upgrades of the Software. For further explanation of Reckon's technical support policy please go to <http://www.reckon.com.au>.

- (c) **What is *NOT* included as part of technical support:** Reckon will not provide technical support:
- (i) for third party hardware or software, which remains the responsibility of the relevant third party;
 - (ii) relating to verification of the data you supply to the Participating SBR Agencies using the Software or the business processes or policies employed by the Participating SBR Agencies, for example, how they verify, use, process or access the information you supply or have supplied, including historical data;
 - (iii) relating to the accuracy or relevance of information which is supplied or relied upon by the Participating SBR Agencies, prior or through your use of the Software. *You are responsible for ensuring that the Participating SBR Agencies have been provided with all relevant current information needed to submit any relevant form or lodgement.*
 - (iv) liaising with any of the Participating SBR Agencies on your behalf about information held by those agencies or how they have verified or processed any of the information provided to them by you or on your behalf whether or not you provided this information using the Software;
 - (v) the provision of legal or other professional advice relating to the content or information required for compliance with relevant laws or regulation or regulatory authorities or the Participating SBR Agencies e.g. including ATO, ASIC; or
 - (vi) the recovery of back-ups. You are responsible for all backups of data and information lodged using the Software.
- (d) **Fees:** Clause 3(c) sets out the circumstances when you will (and when you will not) be required to pay charges for the technical support to reactivate your Software (including when you wish to reinstall the Software).

For all other technical support, Reckon may charge you a fee in accordance with its then current technical support policy.

6. SBR-ENABLED SERVICES

- (a) **SBR-enabled services:** [AUSTRALIA ONLY] The availability of the SBR-enabled services is subject to:
- (i) the continuing licences from Commonwealth to Reckon permitting use of the Software for SBR-enabled services with such as the ATO and ASIC; and
 - (ii) also that you are a current Reckon Subscriber at the time of using or accessing the Software.
- (b) **Access to SBR-enabled Services:** To access the SBR-enabled Services you:
- (i) Need to have obtained an AUSkey from the Australian Business Register with the correct permissions, privileges or authority to be able to use the Software and access the SBR-enabled services. You are responsible for all activities, transactions, authorisations, statements and declarations made when using the AUSkey and/or the Software;

- (ii) You must separately agree to accept the Commonwealth's [End User Licence Agreement](#) and [Privacy Conditions](#) which relate to access to the SBR facilities of the Participating SBR Agencies and you acknowledge and accept that your use of the SBR-enabled services will also be subject to the terms and conditions of use of any other relevant Participating SBR Agency. ;
- (iii) You are responsible for ensuring that the information provided to and held by the Participating SBR Agencies relating to your use of the SBR-enabled services, is relevant and up to date;
- (iv) You are solely responsible for the accuracy of any information or material lodged using the Software and including, but not limited to maintaining and keeping the required documentation and records needed to be kept to meet regulatory requirements in relation to the information or material lodged;
- (v) You are solely responsible for ensuring that you meet all regulatory and statutory requirements including but not limited to lodgement deadlines or any penalties you may incur in relation to those requirements;
- (vi) Acknowledge and agree that access to SBR-enabled services may be withdrawn by the Commonwealth or Reckon at any time. Reckon will not be liable for the withdrawal of access to any SBR-enabled service or the Software for any reason whatsoever. Where access is to be withdrawn, Reckon may choose to notify you in advance provided that you have supplied Reckon with a valid and up to date email address.

7. LIMITED WARRANTY

This clause 7 is subject to the consumer guarantees regime as set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) (also referred to as the Australian Consumer Law), as amended from time to time, or other similar legislation of a state or territory of Australia. ("Consumer Guarantees"). Our goods come with guarantees that cannot be excluded under the Australian Consumer Law.

You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- (a) *Software provided on an 'as is' basis:* Except as required by the Consumer Guarantees, Reckon provides the Software to you on an "as is" basis and without any representations by Reckon or any of its authorised distributors regarding the use, performance or results of the use, of the Software.
- (b) *Defects in media:* In addition to any rights and remedies you have under the Consumer Guarantees, Reckon warrants that the media on which the Software is recorded is free from defects in manufacture for a period of 90 days from the date of delivery (for on-line purchases) or 90 days from the date of purchase (for in-store purchases). During this period, if you return the Software to your place of purchase, Reckon will replace any defective media on which the Software was supplied and any

Software on that media, free of charge, unless you caused damage to the media due to poor handling.

- (c) To make a claim under clause 7(b), you must:
- (i) email customerservice@reckon.com.au with the subject line 'warranty claim', and include the following:
 - (A) in the body of the email, provide the IKC, detail the fault and whether a workaround has been provided by a member of Reckon's support team; and
 - (B) provide a copy of the receipt or proof of purchase and payment.

Once Reckon receives the information, Reckon will provide a preliminary assessment of the claim and contact you to advise. Software assessed on a preliminary basis to be defective by Reckon will be replaced by Reckon and sent to you at Reckon's cost.

- (d) *No guarantee that Software will be error free or that its use will be uninterrupted:* While Reckon has endeavoured to make sure that the Software works substantially as per the specifications published by Reckon from time to time, except as required by the Consumer Guarantees, Reckon does not guarantee that the Software will work on all computer hardware platforms or configurations and makes no warranty that the Software will be error free, that its use will be uninterrupted or be fit for your purpose.
- (e) *Internet access, telecommunications networks, firewalls and security:* Except as required by the Consumer Guarantees, Reckon does not guarantee connections to its online activation server as these may be dependent upon third party networks and security measures over which Reckon has no control.
- (f) *SBR Disclaimer:* The Commonwealth, the States and Territories and their agencies involved in the SBR Program do not endorse, certify, warrant or, to the extent permitted by law, accept any liability for this product (direct, indirect or consequential). You must satisfy yourself that this product is suitable for your requirements and IT environment.
- (g) *Reliance on availability, functionality and security systems or networks accessed using the Software.* The Software including the SBR-enabled services rely on the availability, functionality and security of the systems or networks of Reckon, and the Government and its agencies (which includes but is not limited to SBR-enabled services or related infrastructure of the Participating SBR Agencies, such as the ATO) or third parties over which Reckon does not have any control. Except as required by the Consumer Guarantees, Reckon does not guarantee or warrant that there will not be any down-time, delays, breaches of security, lack of availability of systems or networks of either Reckon, or of the Government or any of its agencies (which includes but is not limited to SBR-enabled services or related infrastructure of the Participating SBR Agencies) or third parties;
- (i) You acknowledge, you are responsible for ensuring all information provided to Participating SBR Agencies is current and correct, whether or not you used the Software to provide the information.

- (h) *Compliance, Accuracy and Use of Data:* You are responsible for ensuring all required data or any other data provided to Participating SBR Agencies is accurate and is compliant with all relevant laws and regulations, whether or not you used the Software to provide the information.
 - (i) Reckon does not have any control over the information entered or received by Participating SBR Agencies or the processing of data by third parties or Participating SBR Agencies, or any information which is submitted using the Software.
 - (ii) Reckon does not guarantee that the data entered in documents and lodged with Participating SBR Agencies using the Software, is correct or compliant with any relevant legislation or regulatory requirement.
 - (iii) Reckon cannot guarantee that the relevant Participating SBR Agencies, receiving data via the Software will process the information promptly or accurately.

8. LIABILITY

- (a) *Certain rights cannot be excluded:* Certain laws, including the Consumer Guarantees, may imply certain conditions and warranties into this Licence and give you certain rights and remedies that cannot be excluded or modified. This clause 8, and the limited warranties provided in clause 7, do not exclude or modify any of those rights if to do so would contravene that law or make any part of this Licence void.
- (b) *Exclusion of warranties:* Except as required by the Consumer Guarantees, to the full extent permitted by law, Reckon excludes all conditions, warranties and rights that may be implied into this Licence. If conditions, warranties or other rights for your benefit are implied in this Licence or otherwise conferred by law and it is not lawful to exclude, restrict or modify them, then those conditions, warranties and other rights will (but only to the extent required by law) apply to this Licence.
- (c) *Limitation of implied terms:* In relation to goods or services not ordinarily acquired for personal, domestic or household use, Reckon's (and its distributors') liability for breach of any implied conditions or warranties that cannot be excluded is limited, to the extent permitted by law and at the option of Reckon, to replacing or re-supplying the goods or services or their equivalent again or the payment of the cost of having the goods or services or their equivalent replaced or supplied again. You acknowledge that this clause, and any reliance on it by Reckon, is fair and reasonable.
- (d) *General exclusion and limitation:* Other than as set out in clauses 8(b) and 8(c), and to the full extent permitted by law:
 - (i) Except where required by the Consumer Guarantees, Reckon (and its authorised distributors) will not be liable to you or any other person for any direct or indirect loss, damages, liability, costs or expenses including fees or penalties for late lodgement of documents, errors or inaccuracies in information lodged with regulatory authorities or Participating SBR Agencies, or errors made by regulatory authorities or Participating SBR Agencies, such as ATO or ASIC, suffered by you or any other person relating to the performance or non-performance of the Software, including delays or downtime of the SBR-enabled services, or delays caused by verification of your access rights to the

Software whether by Reckon, the Participating SBR Agencies or any third party, nor any breach of this Licence or the supply of the Software or in connection with, but not limited to, the SBR-enabled services, including ASIC and relevant State/Territory Authorities, any calculations done by Participating SBR Agencies during or after the pre-lodge or lodging of documents using the SBR-enabled services or the Software, networks or infrastructure or provision of technical support (whether by telephone or remote access or other means), nor will the liability of Reckon include or extend to any special or consequential loss or damage suffered by you; and

- (ii) The Software including the SBR-enabled services rely on the availability, functionality and security of the Participating SBR Agencies such as ATO over which Reckon does not have any control. Except where required by the Consumer Guarantees, Reckon will not be liable: for any down-time, delays, lack of availability of the SBR-enabled Services at any time; or for any fees or penalties incurred resulting from any delays or errors in lodgement using the Software or any of the SBR-enabled services; and
 - (iii) Reckon's maximum liability for damages arising in connection with this Licence or the supply of the Software is limited to the amount paid by you for the Software.
- (e) *Your liability to Reckon:* You agree that Reckon (and its authorised distributors) will not be liable, other than as required by the Consumer Guarantees or as expressly set out in this Licence, and that you will indemnify Reckon (and its authorised distributors) from any liability, loss, damage, costs or expenses which you may suffer or incur as a result of your use of the Software (including any claims made against you by third parties).
- (f) *Use of Software is not provision of professional advice:* The information contained in this Software may contain features designed to assist you in complying with the requirements of the relevant legislation, e.g.: taxation. If the Software contains features to assist with taxation or your use of the SBR-enabled services, then Reckon does not warrant that the relevant reports you submit using the Software will be compliant with legal requirements, as these change from time to time. You agree it is your obligation to ensure that deductions and rates used for taxation (of any nature) and any other deductions/contributions calculated using the software are correct from time to time and at the applicable time and that nothing in the software constitutes professional advice in relation to these matters. The help contained in this Software is not a substitute for professional advice. Legal and accounting advice should be obtained before taking any action in reliance on this Software. The software is also not financial product advice. In addition any tax tables that might be supplied with this Software are also changed from time to time and you should consult with your professional adviser before relying on the tax tables. Reckon does not warrant that the tax tables are up to date at your date of purchase. Your reliance on any other information to assist you to comply with any relevant legislation or to use the SBR-enabled services, whether or not accessed using this Software, is governed by the relevant terms and conditions of the provider of that information, for example, the licence relating to other Reckon Software or other Reckon products. In providing you with any tax tables or other tables or information or calculators etc, Reckon is not

engaged in rendering legal, accounting or other professional services. If legal advice or other expert assistance is required, you should seek the service of a competent professional.

- (g) *Reckon has no responsibility for recommendations:* Except as required by the Consumer Guarantees, Reckon, its employees, agents, contractors and the authors disclaim any and all liability and responsibility to any person, whether a user of this Software or not, in respect of anything (including, without limitation, any error in or omission from this Software) and of the consequences of any actions taken or omitted to be taken in reliance, whether wholly or partially, upon all or any part of the content, recommendations or help contained in this Software.
- (h) *Corruption of Data and on-line access:* Except as required by the Consumer Guarantees, to the full extent permitted by law, Reckon and its authorised distributors disclaim all liability for any corruption of data, inability to access data, loss of data, breach of privacy, or downtime as a result of or arising from the use of any online link available between the Software and another server including without limitation in connection with SBR-enabled services.

9. TERM AND TERMINATION OF LICENCE

- (a) *Licence Term:* Unless this Licence is terminated earlier in accordance with its terms, your right to use the Software in accordance with this Licence continues while you are a current Reckon Subscriber. Reckon will verify your status as a Reckon Subscriber each time you use the Software. If you are not a current Reckon Subscriber at the time that you are attempting to use the Software, Reckon will terminate your Licence until such time as you again become a current Reckon Subscriber.
- (b) *Termination by Reckon for breach:* Reckon may terminate this Licence if you are in breach of its terms or as otherwise set out in this Licence.
- (c) *No access when terminated:* Upon termination for whatever reason, you will no longer have access to the Software, or the SBR-enabled services.
- (d) *Survival:* Clauses 2, 6, 7, 8 and this clause 9 will survive the termination of this Licence. Termination of this Licence will not prejudice any right which Reckon may have, or but for the termination may have had, against you for a breach of this Licence.
- (e) *Things you must do on termination:* Upon the termination of this Licence, you or your representative must promptly uninstall the Software from your computer, destroy the CD, User Guide and related materials and any copies of them in your possession or control or return or dispose of them in the manner directed by Reckon. Upon written request from Reckon you agree to provide a Statutory Declaration to Reckon that you have complied with your obligations under this clause 9(e).

10. SUBSCRIPTION TERMS

If you have purchased a subscription version of the Software, this additional clause 10 will apply.

- (a) *Entitlement to Upgrades and Updates:* During the period for which you have paid subscription fees as a Reckon Subscriber you will receive, included in the cost of the subscription, all Upgrades and/or Updates of the Software, via Internet download.
- (b) *No extension of Licence term:* Your right and entitlement to use the Software, as enhanced by any Upgrades and/or Updates, concludes at the end of the term of the Licence (subject to payment of an annual subscription fee) and is not linked to the dates of release, registration or provision by Reckon of any Upgrades and/or Updates.
- (c) *This Licence prevails:* If you have purchased this Software as an Upgrade to an earlier version of the Software, this Licence shall supersede any previous licence agreement.
- (d) *Not all Upgrades included:* Your subscription to the Software and any Upgrades and/or Updates under this Licence does not grant you the right to receive special versions of the Software created for certain customers or market segments, even though they may contain similar features or functions. Versions of the Software which may from time to time be offered in retail or other channels in different configurations as special promotions are not included as part of the subscription.
- (e) *No obligation on Reckon to upgrade:* Upgrades and/or Updates will be developed and released by Reckon in its sole discretion, and Reckon does not warrant or represent that it will develop or release any Upgrades and/or Updates during the term of the subscription period or Licence. Furthermore, Reckon does not warrant that the Upgrades and/or Updates will be provided to you or made available within any specified time period following the commercial release of such Upgrades and/or Updates.
- (f) *When payment is due:* If applicable to the Software licensed to you, you will be required to pay the monthly subscription fee in advance on the first business day of each month. You authorise Reckon to direct debit your monthly subscription fee from the bank account nominated by you. Otherwise payment of the subscription fee is governed by the relevant licence for the Reckon Software, Reckon Advantage membership or Professional Partner membership.
- (g) *Deactivation at end of subscription period:* As per clause 3, the subscription version of the Software is provided to you on the understanding and acknowledgment that it may contain technology which deactivates and disables the software if your subscription is not renewed or you are found to be in breach of this licence agreement. If you do not renew the relevant subscription for the Reckon Software, Reckon Advantage membership or Professional Partner membership you will no longer have access to the Software or the SBR-enabled services.

11. TRIAL LICENCE

If you have been provided with a Trial Version of the Software, this clause 11 sets out the terms that will apply to your use of the Trial Version.

- (a) *Licence:* Your licence to use the Trial Version:

- (i) permits you to evaluate the Software's functionality and suitability for your requirements;
 - (ii) is for the number of users set out in the material accompanying your copy of the Trial Version;
 - (iii) is subject to the general restrictions in clause 2(e) and the limited warranty in clause 7(a);
 - (iv) is for three months (*Evaluation Period*); and
- (b) *Duration*: You acknowledge that your licence to use the Trial Version will only apply for the Evaluation Period. At the end of the Evaluation Period:
- (i) you must not and will not be able to continue to access the Trial Version, including any data that you have entered into the Trial Version; and
 - (ii) if you wish to use the Software you must purchase a full version or subscription version of the Software.
- (c) *Entitlements*: You:
- (i) are not entitled to Upgrades or Updates (or any other software other than the Trial Version); and
 - (ii) may be required to pay for any technical support that you may require in relation to the Trial Version in accordance with Reckon's then current charges.
- (d) *Liability*: You acknowledge that subject to clauses 8(b) and 8(c), and to the full extent permitted by law, Reckon excludes all liability to you for any loss, damage, liability, costs or expenses suffered by you relating to the performance or non-performance of the Trial Version or any breach of this clause 11.

12. GENERAL

- (a) *Some defined terms*: In this Licence:

ASIC	means the Australian Securities and Investment Commission.
ATO	means the Australian Tax Office.
AUSkey	means the current on-line security credential used to enable reports to be sent using the Software, to Participating SBR Agencies to access government on-line services.
Consumer Guarantees	Is the consumer guarantees regime as set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) (also referred to as the Australian Consumer Law), as amended from time to time, or other similar legislation of a state or territory of Australia.

Current version	means the current release of the relevant software, including any upgrades and updates released relating to that software.
Participating SBR Agencies	means Commonwealth or State Government departments or agencies which allow Australian businesses to prepare and lodge certain government forms and information directly from SBR-enabled software, such as the Software.
Professional Partner member	means current member of Reckon’s Professional Partner Program.
Reckon Advantage	means Reckon Advantage, an annual membership program. Benefits include product upgrades and updates released during membership period.
Reckon Software	means Reckon Accounts Hosted, Reckon Accounts Accounting, Reckon Accounts Enterprise, Reckon Accounts Pro, Reckon Accounts Plus, Reckon Accounts, Premier.
Reckon Subscriber	means you have a current version or subscription of the Reckon Software or are a current Reckon Advantage member or Professional Partner member. You must be a current Reckon Subscriber to have access to the Software.
SBR-enabled services	means the application(s) which allow access to government on-line services offered by Participating SBR Agencies to meet certain reporting obligations by using the Software together with the authorisations permitted by your AUSkey credentials.
Trial Version	means Software that has been provided to you on a temporary basis in order to carry out a trial of that Software to determine whether you wish to use the Software on an ongoing basis.
Update	means a new version of the Software which contains minor enhancements.
Upgrade	means a new version of the Software which contains additional functionality or other enhancements. Reckon will determine whether a new version constitutes an Upgrade or an Update.

- (b) *Applicable law:* This Licence is governed by the laws of the State of New South Wales, Australia.
- (c) *Entire Agreement:* This Licence contains the entire agreement between Reckon and you in relation to its subject matter and supersedes any prior agreements and understandings, whether written or oral.

- (d) *Waiver:* Any failure to enforce any rights under this Licence by Reckon is not to be taken as a waiver of those rights.
- (e) *Variation:* To the extent permitted by law, Reckon may vary any of the terms and conditions of this Licence upon providing you with thirty (30) days notice in writing and a copy of the replacement terms and conditions. In the case of subscription users no new terms will come into force until the commencement of your renewed subscription period. Reckon will display any new terms and conditions on Reckon's web site and you should check the website regularly. See <http://www.reckon.com.au>
- (f) *Headings:* Clause headings are for ease of reference only and do not affect the meaning of this Licence.
- (g) *Use or access to Reckon Software, Reckon Advantage membership or Professional Partner membership:* The terms of the relevant Licence or membership will apply to your use and access of the relevant software or membership.
- (h) *Third Party Applications and Technology:* in some versions of the Software, you may in the installation process also have installed third party applications and technology. The terms of the third party's licence will apply to your use of all such third party applications and technology.

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