

Terms and Conditions

General Policies

During the term of the Annual Support ("Plan"), Plan member will receive support for a maximum of one hour per week on an averaged basis. Plan coverage begins on date of purchase. Legacy Press reserves the right to limit each contact to one hour and/or one incident as defined below. Legacy Press may also limit or terminate support service to, or may elect not to renew the membership of, any Plan member who uses the service in an irregular, excessive, abusive or fraudulent manner. Terms, conditions, support features, procedures, pricing and support availability for future periods are subject to change at any time without notice. Coverage is non-transferable and is valid for the Plan member only. Resale or transfer of membership rights is strictly prohibited, and will be grounds for termination or non-renewal of membership. This Plan is not available to parties using Practice Today Technical Support on behalf of multiple clients. This Plan is limited to support provided by telephone call or electronic communication. Onsite visits and custom software modifications are specifically excluded from this agreement, and are available only under separate agreement at additional cost.

Definition of an Incident

For purposes of these terms and conditions, an "incident" means (a) a single issue or problem that a Plan member asks a support representative to analyze or resolve, (b) a product-usage question that involves a single topic on a drop-down menu or one Practice Today report, or (c) a single question on a specific medical topic. The technical support representative will determine how many incidents will be handled during the course of the telephone or electronic contact.

Support Availability

Support availability may occasionally deviate from stated hours due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond our control. Legacy Press will not call back customers located or traveling outside the United States. Plan members must call Legacy Press directly at 626-578-9524 to receive support.

Inbound Phone Response Time Goal

A technical support representative will be available to talk to a Plan member who calls for support within 4 hours, during Legacy Press's published support hours, subject to variations due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond our control. Tracking for such response time begins after a Plan member's call has entered the technical support queue during Legacy Press's published support hours. A Plan member's call will be placed in the support queue after Plan membership has been verified. The foregoing shall not be deemed a representation or warranty on Legacy Press's behalf regarding the time within which a resolution, if any, may be available for any particular incident. Members must use the Plan phone number during Legacy Press's published support hours in order to receive support within the published response time. No remedy is available for Legacy Press's failure to meet the published response time goal.

Outbound Callback Response Time Goal

For questions submitted online, Legacy Press will attempt to call the Customer back within one business day, subject to variations due to downtime for systems and server maintenance, company events, observed U.S. holidays, and events beyond our control. Response goals may not be deemed a representation or warranty on Legacy Press's behalf regarding the time within which a resolution, if any, may be available for any particular incident. Legacy Press's published response time goal is not a guarantee. No remedy is available for Legacy Press's failure to meet the published response time goal.

Support Topic Limitations

Inquiries are limited to the following Practice Today product areas: installation, upgrade assistance, and basic functionality, as described in Practice Today product documentation. Legacy Press will also assist Plan members with basic connectivity issues for the purpose of using Practice Today to access other products or services to the extent necessary to confirm whether such issues relate to equipment or software within Legacy Press's control. However, Legacy Press shall not be responsible for connectivity issues caused by third-party services, service providers, hardware, or software. The Plan does not cover inquiries on accounting practices, nor does it include application consulting or training.

Supported Practice Today Products

Plan support is available for currently supported U.S. versions of Practice Today Basic, Professional and EMR Medical Software. Plan members who have Practice Today Rx can also ask questions about this software under the Plan.

Password Removal Service Exclusion

Legacy Press provides Standard Password Removal Service for Practice Today customers. This service is specifically excluded from this Plan, and is provided at an additional cost of \$200. If the technical support representative determines that Password Removal Services are needed, the Plan member will be given instructions on how to submit the appropriate files to Legacy. Legacy Press will remove the password from the data file with expedited service of one day turnaround. If the Plan member's files are received by Legacy Press no later than 2:00 P.M. Pacific Time, the service time starts on that date. If the Plan member's data file and the signed Services and Confidential Disclosure Agreement are received by Legacy Press after 2:00 P.M. Pacific Time, the Service Delivery Date will be extended by one business day.

Renewal Policy

If a Plan member exceeds reasonable use of the Plan, Legacy Press may, in its sole discretion, choose not to renew a Plan member's Plan after it has expired. If Legacy Press chooses not to renew a Plan on the basis of excessive usage, such determination shall not be deemed to preclude customer support from Legacy Press on a pay-as-you-go basis or under a limited-incident plan, if such is available.

Limitation of Liability and Damages

Legacy Press's maximum liability, and the Plan member's sole remedy, for any claim arising under the Plan will be the refund of an amount not exceeding the Plan fee paid by the Plan member for the 12-month period during which the claim arose. IN NO EVENT SHALL LEGACY PRESS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICES AND INFORMATION PROVIDED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. Without limiting the generality of the foregoing, Legacy Press is not responsible for long-distance telephone charges incurred in connection with your use of the Plan.

Disclaimer of Warranties

PLAN SUPPORT SERVICES ARE PROVIDED "AS IS." LEGACY PRESS HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, REGARDING THE SERVICES OR ANY RELATED MATERIALS, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NONINFRINGEMENT. Some states do not allow the exclusion of implied warranties, so the above exclusions may not apply to you. In that event, any implied warranties are limited in duration to sixty (60) days from the first date of service. However, some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Governing Law

These terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of laws. Plan member agrees that any action arising out of or relating to the service provided by Legacy Press will be filed and maintained only in the state or federal courts located in California, and Plan member hereby consents and submits to the personal jurisdiction of such courts for the purpose of litigating any such action. If any provision of these terms is deemed unlawful, void or unenforceable for any reason, then that provision will be deemed severable from these terms and will not affect the validity and enforceability of any remaining provisions. This is the entire agreement between Legacy Press and the Plan member relating to the subject matter of these terms, and may not be modified except in a writing signed by both the Plan member and an authorized representative of Legacy Press.

Return Policy

After purchase of a software plan, no refund is available in the event that member desires to cancel the plan.