



## MYOB Connected Accounting Practice subscription membership

1. The Applicant warrants that they are currently an accountant in public practice in Australia or New Zealand and authorises MYOB Australia Pty Ltd or MYOB NZ Limited, as applicable to the Applicant's location (MYOB) to make such enquiries as may be necessary to verify details of their practice. MYOB reserves the right to reject any application if the application has not been properly completed or membership requirements have not been satisfied.
  2. The Applicant understands and accepts that the licence to use MYOB Reference Software is granted to them as a privilege of their subscription, for reference purposes only. It includes the current versions of our MYOB Small Business Accounting Software, as well as the previous version. This enables the Applicant to open its clients' company files with the product they are currently licensed for. If the Applicant's preference is to use MYOB software to run its clients' bookkeeping files, it will be necessary for the client(s) to purchase an MYOB product and associated licenses. The software may only be installed and used at a single place of business registered by the Applicant. The Applicant can purchase additional Connected Accounting Practice subscription memberships from MYOB for additional places of business. It is a 'Not for Retail Sale' product and may not be transferred or assigned or given to any other party. In the event of the termination of the subscription membership, all copies of the product must be deleted and all CDs immediately returned to MYOB.
  3. The Applicant agrees that when upgrades of the MYOB Reference Software are provided the licence in respect of the prior product shall immediately lapse and the original software shall be returned to MYOB or destroyed.
  4. The Applicant acknowledges that any prior licence in respect of "Not for Retail Sale" products registered to the Applicant shall lapse upon commencement of subscription membership, with the exception of MYOB Premier "Not for Retail Sale" software.
  5. The Applicant agrees to use their best endeavours and to take all reasonable steps to safeguard the MYOB Reference Software to ensure that there is no unauthorised copying or distribution of the software.
  6. The Applicant must notify MYOB in writing immediately upon any change in the details provided to MYOB when applying for membership. Further documentation may be required by MYOB.
  7. In the event of the breach of any of these conditions by the Applicant, MYOB may at its option, and in the manner that it shall determine, restrict or terminate the Applicant's membership and revoke any privileges associated with that membership.
  8. In the event that the original MYOB software licence is converted into a Connected Accounting Practice membership, the original licence cannot be used or on sold during the term of that membership.
- In the event that the Connected Accounting Practice membership is cancelled, the applicant may request for the original licence to be reinstated.
9. The Applicant acknowledges that that the priority telephone, email and web based services for Connected Accounting Practices are not to be provided to other parties, as these are granted to them as a privilege of their subscription membership.  
**Important information about membership periods, pricing and invoicing.**
  10. If the Applicant is also acquiring software maintenance services, then MYOB may invoice for the Applicant's membership in advance for the same invoicing periods as those software maintenance services.
  11. The Applicant may cancel their membership by giving MYOB at least 30 days written notice before the beginning of the next invoicing period for their membership subscription. The effective date of termination will be the last day of the current invoicing period for the Applicant's membership subscription.
  12. A membership is for an initial period of 12 months. If the membership is cancelled before the end of this initial 12 month period, then the Applicant must pay the subscription amounts due for the remainder of that 12 month period
  13. Prices are subject to change after the initial 12 month period.
  14. As part of the Connected Accounting Practice membership, you are automatically granted reseller privileges which are governed by the Reseller Supply Terms & Conditions. These can be viewed on our website <http://myob.com.au/pdf/resellertermsandconditions>.
  15. One of the benefits of being a Connected Accounting Practice is access to the Partner Referral Portal. The Partner Referral Portal has its own set of Terms & Conditions, which can be viewed on our website <http://myob.com.au/referral-conditions> or <http://myob.co.nz/referral-conditions>.
  16. MYOB may change of any of these conditions, including the pricing of membership. MYOB must give the Applicant at least one month's notice of any changes.
  17. MYOB may provide a notice or other communication to you (including a notice of changes to these conditions) by a posting to the MYOB Connected Accounting Practice web site. That notice or other communication is regarded as being given by MYOB and received by the Applicant when the posting is made to the MYOB web site. MYOB recommends that you bookmark and regularly check the MYOB web site for notices or other communications.