

# FIBONACCI TRADER SOFTWARE RENTAL RETURN/RENEW AGREEMENT

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Street Address (no P.O. Box): \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Type of security key preferred (check one):  USB  Parallel Port (plugs into printer port)

## **PLEASE READ CAREFULLY**

### LICENSE:

PAS, Inc. and Fibonacci Trader Corp. hereby grant you a limited non-exclusive license to use THE FIBONACCI TRADER™ software program on a monthly rental basis for \$45 per month. There is a one time setup fee of \$35, plus a one time shipping fee (\$25 for USA, \$50 for Australia, \$30 for Canada, \$40 for other International). The software will be renewed automatically using the credit card information as listed below. The renter's credit card will be debited 7-10 business days prior to the next expiration date of the rental software. The charge will appear as "Fibonacci Trader" on your credit card statement. The Software and the Documentation are USA and International copyrighted and trade marked. ALL RIGHTS RESERVED.

### LIMITED TIME USE / RENEWAL AGREEMENT:

SHOULD THE USER DECIDE NOT TO RENEW THE MONTHLY RENTAL SERVICE, THEN THE SOFTWARE MUST BE RETURNED TO PAS, INC. IN ITS ENTIRE AND ORIGINAL STATE WITHIN TWO (2) WEEKS OF LEASE EXPIRATION. THE AUTOMATIC RENTAL DEBIT WILL CONTINUE UNLESS THE USER CANCELS THE RENTAL AT LEAST TWO (2) WEEKS PRIOR TO THE NEXT EXPIRATION DATE. SHOULD THE USER FAIL TO RETURN THE SOFTWARE WITHIN TWO (2) WEEKS OF CANCELLATION OF THE LEASE, HE/SHE AGREES TO PAY THE FULL AND PRESENT RETAIL PRICE OF THE SOFTWARE TO PAS, INC. **THE USER AGREES TO RETURN THE SOFTWARE UPON CANCELLATION OF THE RENTAL TO PAS, INC. VIA TRACKABLE AND INSURED SHIPMENT IN PROTECTIVE PADDED PACKAGING.**

USER AGREES TO A FEE OF \$35 + SHIPPING TO EXCHANGE A BROKEN SECURITY KEY. The broken security key must be returned to PAS Astro-Soft, Inc. in a trackable manner.

IN THE EVENT OF A DECLINED CREDIT CARD, THE USER AGREES TO PROVIDE ALTERNATIVE PAYMENT. WHEN PAYMENT IS RECEIVED LATE DUE TO A DECLINED CREDIT CARD, THE PAYMENT PERIOD WILL ONLY INCLUDE THE TIME PERIOD UNTIL THE NEXT EXPIRATION DATE. NO PRORATION WILL OCCUR.

### RENEWAL SUSPENSION:

SHOULD THE USER WISH TO SUSPEND THE RENTAL TO RESTART AT A LATER DATE, THE REQUEST MUST BE MADE AT LEAST TWO (2) WEEKS PRIOR TO THE NEXT EXPIRATION DATE. THE RENTAL MAY BE SUSPENDED UP TO ONE (1) MONTH FOR NO CHARGE (THE USER WILL NOT RECEIVE A PASSWORD DURING THIS TIME). SHOULD THE USER WISH TO SUSPEND THE RENTAL FOR LONGER THAN ONE (1) MONTH, HE/SHE AGREES TO PAYMENT OF \$15 PER MONTH (WITH NO PASSWORD) DURING THE SUSPENSION PERIOD NOT TO EXCEED THREE (3) MONTHS. IF A SUSPENSION OF MORE THAN THREE (3) MONTHS IS REQUIRED, THE USER MUST RETURN THE SOFTWARE WITHIN TWO (2) WEEKS OF THE SUSPENSION NOTIFICATION. NOTIFICATION MUST BE RECEIVED AT LEAST TO (2) WEEKS PRIOR TO THE NEXT EXPIRATION DATE. THE USER AGREES TO PAY A FEE OF \$10 PLUS SHIPPING (SAME AS ABOVE) PLUS THE MONTHLY RENTAL AMOUNT TO RESTART THE RENTAL CONTRACT AFTER A SUSPENSION OF MORE THAN THREE (3) MONTHS.

AUTOMATIC MONTHLY DEBIT DETAILS ARE LISTED BELOW AS IS PROMISSORY PAYMENT FOR THIS LEGAL AND BINDING AGREEMENT HOLDS THE USER RESPONSIBLE FOR THE FULL RETAIL PRICE OF THE SOFTWARE IN THE EVENT THAT THE SOFTWARE IS NOT RETURNED OR RENEWED IN THE ALLOTTED TIME PERIOD AS STATED ABOVE, AND/OR IN ITS ORIGINAL CONDITION. IN THE EVENT OF A DECLINED CREDIT CARD, THE USER AGREES TO PROVIDE ALTERNATIVE PAYMENT.

Credit Card Number: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Security Code from Card (3 digits on back of Visa/MC/Discover or 4 digits on front of AMEX): \_\_\_\_\_

Exact Name on Card: \_\_\_\_\_

Complete Billing Address: \_\_\_\_\_

Signature on Card: \_\_\_\_\_

You acknowledge that you have read the information on this page and agree to all forms stated herewith (please also read and sign the following page to complete the agreement).

User Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PERMITTED USE:**

You are NOT allowed:

- A) To sell, share, or transfer the product.
- B) Reverse engineer the Software or in any manner circumvent the protection lock or merge it with any other Software:
- C) Publish or Distribute any charts or information produced by THE FIBONACCI TRADER™ program.
- D) To use the program in a shared environment.
- E) Make any back-up copies of the Software.

The Software and the Documentation are USA and International copyrighted and trade marked, it may not be disclosed to anyone in whole or in parts. ALL RIGHTS RESERVED.

ANY BREACH OF THIS LICENSE WILL RESULT IN PROSECUTION TO THE FULL EXTENT OF THE LAW, IN THE USA AND IN ANY COUNTRY WHERE THE BREACH WAS COMMITTED.

**WARRANTY:**

THE PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE ENTIRE AND TOTAL RISK AS TO THE RESULTS AND PERFORMANCE IS ASSUMED BY YOU. PAS, INC. DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS WHATEVER, REGARDING THE USE OF, OR THE RESULTS OF THE USE OF THE PROGRAM IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS OR OTHERWISE NOW OR IN THE FUTURE, AND YOU RELY ON THE PROGRAM AND THE RESULTS SOLELY AT YOUR OWN RISK. THIS LIMITATION INCLUDES BUT IS NOT LIMITED TO USE OF THE PROGRAM AND THE RESULTS OF THE PROGRAM FOR INVESTMENT AND/OR SPECULATIVE PURPOSES.

**IMPORTANT:**

NEITHER PAS, INC., FIBONACCI TRADER CORP. NOR ANYONE CONNECTED WITH THIS PRODUCT OR THE CREATION OF, SALE OR DELIVERY THEREOF SHALL BE LIABLE FOR ANY DIRECT OR INDIRECT CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE USE, THE RESULTS OF THE USE, OR THE INABILITY TO USE SUCH PROGRAM.

**GENERAL:**

It should not be assumed, or is any representation made, that the use of the product will make you money.

You acknowledge that you have read this agreement and you agree to all forms stated herewith.

**User Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PAS, Inc. Representative Signature:** \_\_\_\_\_

**This document must be signed and returned by fax to 904-260-3733 or mailed to:**

**PAS, Inc.  
450-106 State Road 13 N., #206  
Jacksonville, Florida 32259  
904-260-1515**

**Software will not be shipped before receipt of the signed agreement.**