



## TERMS AND CONDITIONS

### 1.0. ANNUAL SOFTWARE SUBSCRIPTION

#### 1.1. ANNUAL SUBSCRIPTION FOR QUICKBOOKS ONLINE PLUS

The fee for QuickBooks Online Plus (QBO) platform, provided by FCCGroup Inc. (FCC), is annual. Each customer company (CUSTOMER) that purchased QBO from FCC must pay the annual renewal for the following year by November 30th of each year. If the CUSTOMER fails to pay by the deadline, the platform will be disconnected without notice by FCC, which in any case guarantees coverage up to December 15th of the same year.

FCC activates every new subscription aligning the payment of each CUSTOMER with the deadline of November 30th of each year for the following year. Disconnection due to non-payment within November 30th will result in a penalty of €100/\$110 in the event of reactivation.

With a Newsletter sent on October 1st of each year, FCC will inform the CUSTOMER that the service for the following year will be reactivated with an invoice dated November 1st having November 30th as the due date. In this way, the CUSTOMER can notify FCC of any un-subscription or change of plan before receiving the renewal invoice.

Intuit at its sole discretion can update the price during the year for the subscription. The CUSTOMER acknowledges that he would be billed by FCC for the increase during the year or with the renewal invoicing in November.

CUSTOMER knows and accepts that in any case, FCC will be the Master Admin of its QuickBooks Online Plus.

#### 1.2. ANNUAL SUBSCRIPTION FOR QUICKBOOKS ENTERPRISE PLATINUM

##### 1.2.1. QuickBooks Enterprise Platinum User Licenses Subscription

The user licenses subscription for QuickBooks Enterprise Platinum (QBES) provided by FCC is paid on an annual basis with respect to the first activation. Each CUSTOMER will receive the invoice one month before the expiration of the user licenses less one day. Any cancellation must be communicated to FCC before the issuing of user licenses invoice (which happens one month before the expiration date). If payment is not made by the deadline, the user licenses will be disconnected without notice from FCC. Disconnection due to non-payment within the pre-established time will result in a penalty of €300/\$330 in the event of reactivation.

Adding or decreasing the number of user licenses during the year cancels all the promotions or discounts that the CUSTOMER may have enjoyed for the annual or renewal purchase. If the CUSTOMER bought the license package with a perpetual discount, the following year the discount is re-established for the number of user licenses requested. If FCC is the direct dealer for the customer, FCC will issue an invoice containing:

A refund for the remaining months of the previous QBES user licenses subscription

A QBES user licenses subscription with the upgrade number of user licenses requested

The new QBES user licenses subscription will be valid for 12 months, so the license expiration will then be redefined by the new activation. Intuit at its sole discretion can update the price during the year for the subscription. The CUSTOMER acknowledges that renewals, upgrades, and downgrades can be affected by some small price fluctuation imposed by Intuit.

##### 1.2.2. QuickBooks Enterprise Platinum Hosting Fee

Hosting for QBES user licenses provided by FCC has an annual fee. The CUSTOMER that purchased Hosting for QBES user licenses from FCC must pay the entire fee for the following year within November 30th of each year. If the



CUSTOMER fails to pay by the deadline, the hosting will be deactivated without notice by FCC, which in any case guarantees coverage up to December 15th of the same year.

FCC activates every new subscription aligning the payment of each CUSTOMER with the deadline of November 30th of each year, for the following year. Disconnection due to non-payment within November 30th will result in a penalty of €300/\$330 in the event of reactivation.

With a Newsletter sent on October 1st of each year, FCC will inform CUSTOMER that the service for the following year will be reactivated with an invoice dated November 1st having November 30th as due date. In this way, the CUSTOMER can notify FCC of any un-subscription or plan change before receiving the renewal invoice.

The price for hosting can be adjusted on usage.

## **2.0 EDI, WEBHOOK, AND CONNECTOR**

Companies that subscribe to:

FCC Sync Manager Standard

FCC Sync Manager for E-commerce

FCC Sync Manager for EDI

are using a tool with a monthly subscription, paid yearly. The start-up is prepaid for the months within December and renewal is in November (with QBO Subscription for the QBO CUSTOMERS, with QBES Hosting Fee for QBES CUSTOMERS). If the CUSTOMER exceeds the monthly usage the tier will be automatically upgraded for the rest of the months and he will be billed for that tier till the end of the year. The first set-up always needs some hours of set-up and configuration, and sometimes it needs some customization to fit the CUSTOMER's needs.

The CUSTOMER acknowledges that the platform can be affected by some small price fluctuation imposed by the infrastructure used by FCC, so this increase of the price could be billed by FCC during the year or with the renewal invoicing in November.

## **3.0 THIRD-PARTY SOFTWARE**

Some CUSTOMERS can apply for some third-party software, property of one of our partners.

The cost is monthly, paid yearly. The start-up is prepaid for the months within December and renewal is in November (with QBO Subscription for the QBO CUSTOMERS, with QBES Hosting Fee for QBES CUSTOMERS). The first set-up always needs some hours of set-up and configuration, and sometimes it needs some customization to fit the CUSTOMER needs.

Our partners at their sole discretion can update the price during the year for the subscription. The CUSTOMER acknowledges that he would be billed by FCC for the increase during the year or with the renewal invoicing in November.

## **4.0. TAX PACKAGES FOR NON-US COUNTRIES**

The tax package (TAX PACK) ensures that your QBO or QBES has the functionality required by the tax laws of the country where the company is located. TAX PACK includes:

Settings reflecting the current regulations for the declaration of taxes in the country concerned.

Full management of VAT/GST.

Importing (or assistance in importing) customers, vendors and products list. Importing transactions that happened before the activation date is an activity that is not included by default, and will be quoted separately, if requested by the CUSTOMER.



The annual support fee for the tax package of each country (SUPP TAX PACK) for the current year.

Data migration of transactional data, analysis, consulting, integrations, software customizations and trainings are not included in TAX PACK.

TAX PACK requires a one-off payment.

FCC provides TAX PACK for several countries. There are two different types of TAX PACK:

TAX PACK-E: Countries for which the Electronic Invoicing Module (E-INV) is mandatory and included

TAX PACK-N: All other Countries (NO E-INV)

Some CUSTOMERS switched from TAX PACK-N to TAX PACK-E when E-INV became mandatory in their countries.

TAX PACK-E CUSTOMERS must precisely follow all the information provided in the latest versions of the Electronic Invoicing Manual sent by FCC. CUSTOMER first steps are listed below, using Italy as an example:

Communicating the code provided by FCC (For example, “Codice Destinatario” in Italy) to the Tax Agency (For example, “Cassetto Fiscale” in Italy)

Communicate to FCC their VAT number

Communicate to FCC if they opt-in for Legally Compliant Digital Storage service (For Example, “Conservazione Sostitutiva” in Italy)

Communicate to FCC an email to receive notifications, in case of discarded invoices (if not communicated, FCC will choose one of the CUSTOMER's email addresses)

TAX PACK-E includes up to 3,000 electronic invoices and bills attempts. The fee for invoices beyond this limit will be paid each year within November 30th with the renewal invoice for QBO Annual Subscription, or with the Hosting renewal invoice for QBES. After those 3,000 attempts, the cost per invoice and bill will be €0.04/\$0.05. When a CUSTOMER exceeds the number of prepaid attempts, the annual renewal invoice will contain the charge for the number of the exceeding attempts and for a forecast which includes attempts for the following year. The second time that FCC will issue a renewal invoice for a CUSTOMER having exceeded the prepaid number of attempts, FCC will adjust the forecast and will use it as a calculation basis for the following year's invoice. The same logic will be applied to all renewals for subsequent years.

TAX PACK-E CUSTOMERS that subscribed to Legally Compliant Digital Storage, will be charged at the end of each year €0.03/\$0.04 for each invoice and bill that was transmitted or received. The fee for Legally Compliant Digital Storage will be paid each year within November 30th with the renewal invoice for QBO (Annual Subscription), or with the Hosting renewal invoice for QBES

The annual renewal invoice will contain a charge for the actual number of invoices and bills and for a forecast of the following year. The second time that FCC will be issuing a renewal invoice for a CUSTOMER that activated Legally Compliant Digital Storage, FCC will adjust the forecast and will use it as a calculation basis for the following year's invoice. The same logic will be applied to all renewals for subsequent years.

At the end of the first year, on November 30th, the CUSTOMER will be charged an amount of €20/\$22 (one-off fee), which is due in any case, even if the service has been disconnected or deactivated upon CUSTOMER request.

With a Newsletter sent on October 1st of each year, FCC will inform CUSTOMER that the services (E-INV + Legally Compliant Digital Storage if active) for the current year will be renewed for the following year, and invoiced on November 1st with a due date of November 30th. In this way, the CUSTOMER can notify FCC of any un-subscription or plan change before receiving the new invoice. Non-payment within November 30th will result in FCC disabling the electronic invoicing service.

## 5.0. TECHNICAL SUPPORT

The CUSTOMER acknowledges that the cost of technical support is €120/\$135 per hour.



Each request must be sent to [support@fcc.inc](mailto:support@fcc.inc) complete with details, screenshots, and documents. FCC will respond with the following priority:

Access and hosting issue

DASC (Dedicated Annual Support Contract) CUSTOMERS

SUPP TAX PACK CUSTOMERS

Other CUSTOMERS

At the end of every month, FCC will report to each CUSTOMER the number of hours spent in support. The exceeding hours not included in the CUSTOMER plan will be billed monthly and due on receipt (net 10 days). If the CUSTOMER fails to pay, FCC will stop providing support services.

FCC technologies and platforms are sometimes based on third-party software, the CUSTOMER acknowledges that some specific technical issues could not be imputed to FCC and could not be solved by FCC in a timely fashion.

## **5.1. ACCESS AND HOSTING ISSUES**

### **5.1.1 QBO access issues**

FCC will provide all the information in case of any issue with the system access, but the CUSTOMER acknowledges that some specific technical issues could not be imputed to FCC and could not be solved by FCC in a timely fashion. Responses to those issues will be measured, but never charged to the CUSTOMER.

### **5.1.2 QuickBooks Enterprise access issues**

The issue regarding Hosting/Server-Access will be solved in a timely fashion, but the CUSTOMER acknowledges that some specific technical issues could not be imputed to FCC and could not be solved by FCC in a timely fashion. FCC will provide all the information in case of any system access issues, but the CUSTOMER acknowledges that some specific technical issues could not be imputed to FCC and could not be solved by FCC in a timely fashion. Respond to this issue will be measured, but never charged to the CUSTOMER.

## **5.2 SUPPORT FOR THE TAX PACKAGE**

Support for the tax package (SUPP TAX PACK) includes:

Minor Updates (improvement of settings and changes in compliance with new regulations)

Maintenance

5 hours of support via phone call and/or email

### **5.2.1. QuickBooks Online Plus Customer Company with Support for the Tax Package**

Non-US QBO CUSTOMERS that purchased a TAX PACK are entitled to have 5 hours of support per year only if they attended at least 4 hours of Remote Training during the start-up phase, and they renewed the SUPP TAX PACK for the following years, starting from the second year.

During the start-up month (30 days from the activation date) the CUSTOMER is entitled to free support. FCC will measure time spent on resolving issues but will not charge it if the QBO CUSTOMER attended at least 4 hours of training during the start-up phase.

After the first month, FCC will continue measuring time and, in case it exceeds the 5 hours guaranteed by the SUPP TAX PACK, the CUSTOMER will be billed for each exceeding hour, at the technical support standard rate.

SUPP TAX PACK is free the first year for a CUSTOMER that purchased any TAX PACK if it attended at least 4 hours of Remote Training during the start-up phase. The first time this CUSTOMER will receive the SUPP TAX PACK invoice will be on November 1st and it will be adjusted to cover at least the first half of December of the following year, to align the payment of the SUPP TAX PACK within November 30th of each year.



With a Newsletter sent on October 1st of each year, FCC will inform each CUSTOMER that the service will be invoiced on November 1st with November 30th as the due date. In this way, the CUSTOMER is free to notify FCC of any un-subscription or plan changes before receiving the new invoice. Non-payment of CUSTOMER that purchased TAX PACK within terms will result in disabling of the electronic invoicing service for the CUSTOMER who has TAX PACK - E. QBO CUSTOMER with TAX PACK-E can't unsubscribe the SUPP TAX PACK. If a QBO CUSTOMER with a TAX PACK - N wants to eliminate the SUPP TAX PACK, must notify and provide a written response to FCC by October 31st of the current year for the following year. It is possible to withdraw from the SUPP TAX PACK after the invoice has been issued by FCC for the following year only by paying a penalty of €200/\$220. Once the SUPP TAX PACK has been eliminated it will no longer appear in the invoices in the following years. The fee for SUPP TAX PACK will be invoiced each year within November 30th with the renewal invoice for QBO (Annual Subscription) unless a Dedicated Annual Support Contract (paragraph 3.3) has been signed.

Data imports, transactions migrations, analysis, consulting, integrations, software customizations, and training are not included in SUPP TAX PACK.

The CUSTOMER acknowledges that the SUPP TAX PACK can be affected by some price fluctuation imposed by the infrastructure used by FCC, the increase of the price could be billed by FCC during the year or with the renewal invoicing in November.

The CUSTOMER acknowledges also that FCC could make two types of updates:

- minor updates that are always included
- major updates: game-changer updates that are not included in the annual fee

Those hard updates are not usual updates, so they could be billed at solely FCC discretion during the year or with the renewal invoicing in November.

### **5.2.2. QuickBooks Enterprise Platinum Customer Company with Support for the Tax Package**

Non-US QBES CUSTOMERS that purchased a TAX PACK are entitled to have 5 hours of support per year only if they attended at least 8 hours of Remote Training during the start-up phase, and they renewed the SUPP TAX PACK for the following years, starting from the second year.

During the start-up month (30 days from the activation date) the CUSTOMER is entitled to free support. FCC will measure time spent on resolving issues but will not charge it if the QBES CUSTOMER attended at least 8 hours of training during the start-up phase.

After the first month, FCC will continue measuring time and, in case it exceeds the 5 hours guaranteed by the SUPP TAX PACK, the CUSTOMER will be billed for each exceeding hour, at the technical support standard rate.

SUPP TAX PACK is free the first year for a CUSTOMER that purchased any TAX PACK if it attended at least 8 hours of Remote Training during the start-up phase. The first time this CUSTOMER will receive the SUPP TAX PACK invoice will be on November 1st and it will be adjusted to cover at least the first half of December of the following year, to align the payment of the SUPP TAX PACK within November 30th of each year.

With a Newsletter sent on October 1st of each year, FCC will inform each CUSTOMER that the service will be invoiced on November 1st with November 30th as the due date. In this way, the CUSTOMER is free to notify FCC of any un-subscription or plan changes before receiving the new invoice. Non-payment of CUSTOMER that purchased TAX PACK within terms, will result in disabling of the electronic invoicing service for the CUSTOMER who has TAX PACK-E. QBO CUSTOMER with TAX PACK-E cannot unsubscribe from the SUPP TAX PACK. If a QBO CUSTOMER with a TAX PACK-N wants to eliminate the SUPP TAX PACK, must notify, and provide a written response to FCC by October 31st of the current year for the following year. It is possible to withdraw from the SUPP TAX PACK after the



invoice has been issued by FCC for the following year only by paying a penalty of €200/\$220. Once the SUPP TAX PACK has been eliminated it will no longer appear in the invoices in the following years. The fee for SUPP TAX PACK will be invoiced each year with the renewal invoice for QuickBooks Enterprise Platinum Hosting Fee unless a Dedicated Annual Support Contract (paragraph 3.3) has been signed.

Data imports, transactions migrations, analysis, consulting, integrations, software customizations, and training are not included in SUPP TAX PACK.

### **5.3 DEDICATED ANNUAL SUPPORT CONTRACT**

A CUSTOMER with a Dedicated Annual Support Contract (DASC) signed an agreement with FCC where is specified that FCC will provide technical support to the CUSTOMER for a certain number of hours per month according to a specific SLA.

DASC support cost per hour is €96/\$110 and any exceeding hours will be charged for the whole price of 120€/ \$135.

Data imports, transactions migrations, analysis, consulting, integrations, software customizations, and training are not included in DASC.

SUPP TAX PACK for the non-US company is included.

FCC activates every new DASC aligning the payment of each CUSTOMER with the renewal deadline of November 30th.

With a Newsletter sent on October 1st of each year, FCC will inform each CUSTOMER that the service will be invoiced on November 1st with November 30th as the due date. In this way, the CUSTOMER is free to notify FCC of any un-subscription or plan changes before receiving the new invoice. Non-payment within terms, the DASC will remain valid at least until the first half of December.

The fee for DASC will be invoiced each year within November 30th with the renewal invoice for QBO (Annual Subscription) and with QBES hosting invoice. If a CUSTOMER decides to not renew the DASC the unused hours won't be available for the following years, neither refunded.

Data imports, transactions migrations, analysis, consulting, integrations, software customizations, and training are not included in DASC.

### **5.4 CUSTOMER COMPANY WITHOUT ANY SUPPORT PLAN**

A CUSTOMER who doesn't purchase or is not entitled to any support plan will be charged €120/\$135 per hour. Support plans can be activated during the entire year.

## **6.0. CONSULTING, ANALYSIS, INTEGRATIONS, MANAGEMENT SYSTEM DATA MIGRATIONS, SOFTWARE CUSTOMIZATIONS, AND TRAINING/LIVE EVENTS**

Consulting, analysis, integrations, management system data migrations, software customizations, and training will not be provided unless paid in advance.

### **6.1. ANALYSIS AND CONSULTING**

Depending on the topics and their complexity and specificity, FCC will assess the case and agree to an appropriate number of hours of Analysis and Consultancy service with the requesting party.

### **6.2. INTEGRATIONS**



Depending on the integration required and its complexity and specificity, FCC will assess the case and agree to an appropriate number of hours of integration service with the requesting party.

### **6.3. MANAGEMENT SYSTEM DATA MIGRATIONS**

#### **7.3.1 Management System Data Migrations QBO (no US version) to QBES**

Import or import support for the list of products, customers, and suppliers is included in every QBES start-up if the CUSTOMER was using QBO (no US version) before. Transactions import will instead be quantified on a case-by-case basis.

#### **6.3.2 Management System Data Migrations from QBO (US version) to QBES**

The import will be proceeding automatically between the platform (transactions included). This auto-import is free if this will be done for one time, but it does not support multi-currency, so all amounts will be converted into dollars.

#### **6.3.3 Management System Data Migrations from an ERP to QBO (non-US version)**

If the CUSTOMER provides the completed lists according to the submitted templates, the import or import support of the list of products, customers and vendors is included in each QBO start-up. Transactions import will instead be quantified on a case-by-case basis.

#### **6.3.4 Management System Data Migrations from an ERP to QBO (US version)**

Import of lists of products, customers, vendors, and transactions is not included.

#### **6.3.5 Management System Data Migrations from ERP to QBES (non-US version)**

Import of lists of products, customers, vendors, and transactions is included.  
Bill of materials and transactions migrations must be quantified case-by-case, based on FCC effort request.

#### **6.3.6 Management System Data Migrations from ERP to QBES (US Version)**

Import of lists of products, customers, vendors, and transactions is not included.  
Bill of materials and transactions migrations must be quantified case-by-case, based on FCC effort request.

#### **6.3.7 Management System Data Migrations from a QBES (FCC provided) to a QBES (FCC provided)**

Management system data migrations must be quantified case-by-case, based on FCC effort requests.

### **6.4. SOFTWARE CUSTOMIZATION**

Depending on the user requirement and their complexity and specificity, FCC will assess the case and agree to an appropriate number of hours of Software Customization service with the requesting party. If the user requirement changes during the production, FCC will stop the work and agreed again with the party a new number of Software Customization hours.

### **6.5. TRAINING/LIVE EVENTS**

FCC Training can be remote or onsite, the two services have a different cost per day.  
Remote training is never 8 consecutive hours: FCC will divide the entire number of hours into multiple sessions (usually 1 or 2 hours).  
FCC Live Events are a different kind of training: the purpose is to unify more than one customer goal, issue, questions about a training topic, or a set-up and share case history about that. Participating in a live event the CUSTOMER acknowledges that his platform can be used as an example during the event and also for future commercial or training purposes.



## 7.0. HOW TO WITHDRAW FROM SUBSCRIPTIONS, SERVICES, AND FEES

Each refund will be done within 90 days from issuing the credit only if FCC received via e-mail bank details from the withdrawing CUSTOMER. See the paragraphs below to see our refund eligibility policy.

### 7.1. HOW TO WITHDRAW FROM THE QUICKBOOKS ONLINE PLUS SUBSCRIPTION, SERVICES, AND FEES

1. Within the first 15 days after payment for the activation:

Platform subscription: credit note, upon request by the CUSTOMER

TAX PACK: no credit note

SEPA, EDI, WEBHOOK, AND CONNECTOR: credit note, upon request by the CUSTOMER

THIRD-PARTY SOFTWARE: credit note, only if available

Consulting, analysis, integrations, management system data migrations, software customizations, and training: credit note for what has not been done

2. During the first year and after the first 15 days from the activation:

Platform subscription: credit note for the remaining months, upon request by the CUSTOMER

TAX PACK: no credit note

SEPA, EDI, WEBHOOK, AND CONNECTOR: credit note for the remaining months, upon request by the CUSTOMER

THIRD-PARTY SOFTWARE: credit note, only if available

Consulting, analysis, integrations, management system data migrations, software customizations, and training: credit note for what has not been done

3. Subsequent years: the CUSTOMER must submit a request no later than 10/31 of the year to unsubscribe the following year.

Platform subscription: no credit note

TAX PACK: no credit note

SEPA, EDI, WEBHOOK, AND CONNECTOR: no credit note

THIRD-PARTY SOFTWARE: credit note, only if available

Consulting, analysis, integrations, management system data migrations, software customizations, and training: credit note for what has not been done

### 7.2. HOW TO WITHDRAW FROM THE QUICKBOOKS ENTERPRISE PLATINUM SUBSCRIPTION, SERVICES, AND FEES

1. User licenses: credit note for the unused period, at the request of the CUSTOMER

2. Hosting: no credit note.

3. TAX PACK: no credit note

4. SEPA, EDI, WEBHOOK, AND CONNECTOR: credit note for the unused period, at the request of the CUSTOMER

5. THIRD PARTY SOFTWARE: credit note, only if available

6. Consulting, analysis, integrations, management system data migrations, software customizations, and training: credit note for what has not been done.

7. DASC: no credit note

## 8.0 TERMINATION OF SERVICES AND SUBSCRIPTIONS

The CUSTOMER acknowledges that FCC may, without prior notice, immediately terminate, limit his access to or suspend the services and subscriptions provided. Cause for such termination, limitation of access or suspension shall include but not limited to: (a) breaches or violation of FCC Terms & Conditions, or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) discontinuance of some services, (d)





extended period of inactivity (e) engagement by CUSTOMER in fraudulent or illegal activities, (f) nonpayment of any fees owed by CUSTOMER to FCC. Further, CUSTOMER acknowledges that all limitations of access and suspensions for cause shall be made in FCC sole discretion and that FCC shall not be liable to CUSTOMER or any third party for any termination of your services and subscriptions.

Termination of your services and subscriptions includes any or all of the following: (a) removal of access to all or part of the offerings within the FCC services and subscriptions, (b) deletion of your password and all related information, files, and contents associated with or inside your accounts (or any part thereof) and (c) barring any user from all or part of FCC services and subscription.

\*FCC can at its sole discretion change the above Terms and Conditions.  
The updated version will be always available on this page.

