LIFTOFF! Terms & Conditions

We want to keep this simple, honest, and straightforward – to use **LIFTOFF!**, you must be familiar with Excel™, **LIFTOFF!** software works as a macro extension in Excel[™]. We made it easy to collaborate with business experts as we recommend that you seek their advice before you use your business plan to launch any venture, let alone to seek financing. You can use **LIFTOFF!** to simulate "what if" scenarios to test many variations and explore risks or opportunities. You can customize your own analysis but based on "garbage-in = garbage out" we take no responsibility for how you use our tools to perform your business analysis.



The use of a subscription license implies consent to use **LIFTOFF!** as follows:

We have an obligation to deliver a working VBA software product that drives Excel™ worksheets to facilitate your analyses. Our software cam be obtained under s 30-day trial period that should be enough time for you to confirm if it is working for you, or not. You do not have to buy a license to try the software, only to continue operating the software for the terms of use for 3, 6, or 12 months subscriptions. Via our order page you can click to **PayPal™** to make a **secure on-line payment** in 30 days from starting our 30-day free **LIFTOFF!** trial.

After the **PayPal™** payment is processed, you receive an Email with a registration code (normally within 24 hours of making the payment). Enter this code when prompted (you will see the payment reminder message with an input field after your trial period has ended). After that registration code has been entered the **LIFTOFF!** software is enabled for a selected term of use of 3, 6, or 12 months subscriptions. You can also register an authorized user subscription license to revive your use of LIFTOFF! software, or to convert a "courtesy copy" from a service provider to a full subscription.

If payment remains outstanding for more than a week after the expiration date, **LIFTOFF!** software is disabled until a proper registration code is provided. There is no adverse impact on your data during this service interruption, you can still use the Excel™ workbook and revive the license later. Each workbook is registered to an authorized user – this registration cannot be changed without causing the **LIFTOFF!** software to be disabled. The Excel™ workbook remains accessible.

The user guide explains in detail how each worksheet type is structured. The workbook includes a "standard" version of each worksheet type to reflect a generic business model. Clients usually adapt these worksheets to reflect their unique financial- and marketing data. Excel™ cell formulas make it easy to do, and we include detailed instructions for how to proceed. We cannot be liable for the impact of adaptations: we only support the **LIFTOFF!** software that drives the Excel™ engine and is locked to prevent unauthorized modifications.

Our **LIFTOFF!** software can produce powerful business plan simulations to help you explore options: this is not "predictive" as actual business results may vary from what you planned. The objective is to explore risks and opportunities based on assumptions, so results will be assumptions-based to avoid making an investment in a money pit. A plan is a roadmap to follow and to measure progress against. As explained in the user guide, keep it current to remain alert if intervention is required.

The **LIFTOFF!** software subscription does not entitle the user to free coaching or consulting that is offered by independent coaches at their published rates. if you like **LIFTOFF!** but feel daunted by creating (or adapting) a worksheet to meet your needs, you can engage **short-term contractors**, skilled in the use of Excel™ workbooks and cell formulas or subscribe to our training programs.

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To make your legal team feel at home, we present our terms and conditions in "small print" here:

- You acknowledge that the LIFTOFF! VBA macro code can only be used with a registered copy of Excel™ contingent upon a licensed copy of MS-Excel™ (refer to MS-Excel™ terms and conditions for details);
- You will only use the LIFTOFF! VBA macro code, and associated user manual, and sample worksheets, to build your business plans: you will pay the license fee on expiry of the trial period or accept that the LIFTOFF! VBA macro code will be locked (but your MS-Excel™ data remain unaffected);
- You will use **LIFTOFF!** only for lawful purposes and not for fraudulent misrepresentation to benefit from misleading others (investors, financiers, etc.);
- You will not share, sell, or transfer **LIFTOFF!** materials to anyone except relevant stakeholders with a need to access to the information to make decisions that directly affect your business venture;
- You will not provide LIFTOFF! related services unless you use a professional license and successfully
 completed the coach training program and use a confidentiality agreement with each client.
- You will assume responsibility for **LIFTOFF!** cell-formulas and data entered as a viable analysis of your business plan. The flexibility of Excel™ cell formulas makes it impossible for **LIFTOFF!** to intercept invalid logic. You will indemnify us against any actions that arise from your use of this planning tool.
- You will assume responsibility for **LIFTOFF!** reports used to inform stakeholders of the viability of your business or venture and will indemnify us against any actions that arise from your use of this planning information. Our liability is limited to replacing **LIFTOFF!** VBA macro code if we are advised of defects;
- You will not attempt to access **LIFTOFF!** VBA macro code to make changes or reverse engineer this code for any purposes whatsoever;
- You will not copy, reproduce, or create derivative works using LIFTOFF! VBA macro code in your own
 product unless you have duly licensed that macro code for that purpose;
- **LIFTOFF!** VBA macro code is designed to execute in (and with) Excel™ worksheets that represent your business model, so we cannot warranty results obtained from customized worksheets;
- We respect your right to privacy and only maintain your Email address to facilitate communications and to generate a unique access key: we do not store any personal data. We use PayPal™ for on-line payments to ensure the security and confidentiality of payment information entered by you;
- We are the owner or licensee of all necessary intellectual property rights in all aspects of LIFTOFF! VBA macro code and related documentation. We protect our copyrights but facilitate your ability to customize the Excel™ worksheets used to represent your business plan. You can make copies of the LIFTOFF! workbook for personal use, to explore multiple business opportunities, as completed data represent your own copyrights outside the LIFTOFF! domain;
- We may from time to time update and enhance **LIFTOFF!** products as we see fit, which will not affect your continued use of the **LIFTOFF!** products as purchased. Updated materials will be provided to you at no additional cost, and we will notify you of changes through your registered Email account;
- We provide LIFTOFF! products in good faith without warranty or representation that these products are accurate, complete, or up-to-date, or satisfactory to your requirements. We take reasonable precaution against computer viruses and/or other malicious programs that might in any way affect Excel™ workbooks and/or VBA code. We deliver LIFTOFF! products packaged as a password encrypted ZIP archives to protect it from corruption in transmission;
- Nothing in these terms and conditions affect any statutory rights you are entitled to as a consumer but LIFTOFF! products are sold "as is" without warranty or representation of fitness to your intended use;
- We exclude express or implied representations, warranties, conditions and terms by statute, common law or otherwise permitted by law. We accept no liability for special, indirect, incidental, consequential or economic loss (or other losses) howsoever caused arising out of or in connection to the above terms;
- These terms, and your use of our products and services, are governed by and construed in all respects in accordance with the laws of Canada and the Province of Ontario and will be subject to the exclusive jurisdiction of the courts of Canada and the Province of Ontario where unresolved disputes will be adjudicated. If any of these terms are found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of these terms remain in full force and effect.

Privacy Policy:

- We do not maintain any information about you other than your name and Email address.
- We use the **PayPal™** service to facilitate on-line payments (refer to their privacy policy for details).
- We only keep track of your name and Email address, to inform you of any changes to the products.
- You may remove our authority to contact you via this Email account.