



FileMaker Sales Policies

North America Sales Only

FileMaker, Inc. ships products from store.filemaker.com only within the United States, Alaska, Hawaii, United States Territories and Canada.

The FileMaker Store distributes products to end-user consumers only. You may not order products for resale. FileMaker reserves the right to refuse or cancel your order if FileMaker suspects that you are ordering products for resale.

Customer Support

For assistance or questions regarding your order please contact [Customer Support](#) or call us at (800) 325-2747 during our [hours of operation](#).

Payment Methods

Credit Card

FileMaker accepts Visa, MasterCard, and American Express cards. At the time your order is placed, FileMaker obtains a pre-approval from the credit card company for the amount of the order. Credit card billing occurs when your order ships. Credit card approval is subject to the standards applied by FileMaker's financial processing partners.

Please Note:

We are unable to accept credit cards issued by banks outside of the United States or Canada.

Check or Purchase Order

Please call (800) 325-2747 during our [hours of operation](#) if you would like to pay by Check or Purchase Order.

Prices

All prices in the U.S. store are listed in US dollars, and all prices in the Canadian store are listed in Canadian dollars. Billings for U.S. orders are in US dollars, and billings for Canadian orders are in Canadian dollars. Your total order price will include the price of the product(s) plus any applicable sales tax and shipping charges. Please review your order carefully prior to submitting it for processing. FileMaker reserves the right to change prices for products at any time.

Returns

The return policy for the products are subject to the [FileMaker Customer Return Policy](#).

Notifications

For products ordered from [store.filemaker.com](#), FileMaker will email an order acknowledgement upon receipt. When your card has been successfully pre-approved, you will receive a confirmation email detailing all product pricing, as well as estimates for applicable taxes and shipping. If the order confirmation varies from what was on your order when submitted, please contact us as soon as possible for assistance at (800) 325-2747. Once the order has shipped, a shipment notice that is also your invoice will be sent via email. Be sure to print or save your email shipment notification/invoice for your records.

Sales Tax

FileMaker will charge sales tax based on the ship-to location and the sales tax rate in effect at the time of shipping. If the sales tax rate for the state to which your order is being shipped changes before the product is shipped, the new tax rate in effect at the time of shipment will apply. If your order is being placed on behalf of a tax-exempt individual, please call (800) 325-2747. Please be prepared to provide proof of tax-exempt status. The individual name(s) on the order must exactly match the tax-exempt certificate based on the appropriate provincial or other requirements.

Product Shipment

FileMaker makes every effort to ship your product according to the estimated lead times provided at checkout. During peak periods there

may be additional days needed to process orders due to volume increases. We will make every effort to complete your order as quickly as possible. Once your order has shipped, for products ordered from store.filemaker.com a shipment notification/invoice will be sent via email. We encourage you to print or save a copy of the shipment notice when received.

We encourage you to [visit our web site](#), [contact Customer Support](#), or call us at (800) 325-2747 with any questions regarding the status of your order.

Canadian Orders & Customs

For Canadian orders, you may be subject to import duties and taxes, which are levied once a shipment reaches your country. Additional charges for customs clearance must be borne by you. FileMaker has no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, when ordering from store.filemaker.com, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods.

Generally, customs forms for international packages will list the value of your order's contents by product type. For instance, orders containing software will generally be listed in a way similar to the following example: Book value: \$29.55, Software value: \$37.95.

Your privacy is important to us, and we know that you care about how information about your order is used and shared. We would like our international customers and customers shipping products internationally to be aware that cross-border shipments are subject to opening and inspection by customs authorities.

Also, we may provide certain order, shipment and product information, such as titles, to our international carriers, and such information may be communicated by the carriers to customs authorities in order to facilitate customs clearance and comply with local laws.

Export Control

You agree to comply with all Export Laws. You agree (i) not to export any FileMaker product to any country in contravention of any Export Law, and (ii) not to export any product to any country for which an export license

or other governmental approval is required, without first obtaining all necessary licenses or other approvals. You warrant that you are not located in, under the control of, or a national or resident of any country to which export of the products is prohibited by any Export Law.

Software License

Your use of FileMaker software is subject to the terms and conditions of the software license in effect for the software at the time of your order. You will be asked to agree to the terms of the applicable software license when you install the software. You may review the FileMaker software license terms which are posted on your [Legal web page](#).

Limitation of Liability

In no event shall FileMaker be liable for incidental, consequential, indirect, special damages or other damages whether in contract, tort or any other legal theory, including without limitation (i) loss of use, revenue or profit; (ii) failure to realize expected savings or for other economic loss; (iii) damages for the replacement of equipment; (iv) cost of recovery; or (v) reprogramming or reproducing any program or data stored in or used with FileMaker branded products, even if FileMaker shall have been advised of the possibility of such potential loss or damage. The liability of FileMaker for direct damages relating to any FileMaker branded product shall be limited to the actual price paid for such FileMaker branded product. The foregoing limitations and exclusions apply to the extent permitted by law.

Other Terms and Conditions

FileMaker is not responsible for typographic errors.

FileMaker reserves the right to change the terms and conditions of sale at any time.

All sales are governed by California law, without giving effect to its conflict of law provisions.

No FileMaker employees or agent has the authority to vary any of the terms and conditions, any FileMaker Store policies or other applicable terms and conditions governing any sale. If any of the terms are deemed to be invalid, illegal or unenforceable, then the validity, legality and enforceability of the remaining terms and conditions shall not in any way be affected or impaired thereby.

Cancellations

Please review your order carefully before submitting. Once submitted, our automated processing will quickly send your order into production and we may be unable to make changes, cancel, or refund your order.

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