

SERVICE AGREEMENT AS OF JULY 2023 - JUNE 2024 – TERMS AND CONDITIONS – IS DIGITAL PTY LTD | ABN: 86 671 356 513

This document sets out the terms and conditions upon which IS DIGITAL PTY LTD will provide you or your business with technical support services. By arranging any of our services such as an onsite visit or remote support call with one of our technicians, you agree to be bound by these Terms and Conditions.

SERVICES

1.1 IS DIGITAL PTY LTD will provide onsite or remote support services for the fee's sent to you on supplied rates page*.

1.2 You, or a person over the age of 18 must be present onsite, for us to provide our services.

1.3 IS DIGITAL PTY LTD will attempt to diagnose your tech problem and will attempt to provide a solution to the problem. IS DIGITAL PTY LTD will always endeavour to find a solution to your tech problem. Sometimes this solution may require new replacement parts/equipment. If one of our technicians has found a solution to your tech problem but you do not wish to go ahead with the solution, you will still be required to pay the standard fees depending on what service was provided. If an onsite visit was booked, there is a minimum fee of 1 Hour (Call Out Fee). The ad-hoc hourly rate is \$240AUD (ex GST), otherwise you would have been provided with your rates* and your rate will be dependent on what prepaid support package you have pre-paid for. If it is a remote service that was completed, time charged is started after we have downloaded the support app and start screen sharing. If screen sharing is not required, time will be charged once work by our technician commences verbally. This is charged in 15 Minute blocks, at the ad-hoc rate of \$60AUD (ex GST) otherwise the provided pre-paid rate divided by 4.

FEE'S and PAYMENTS

2.1 IS DIGITAL PTY LTD standard ad-hoc hourly rate is \$240AUD (ex GST) for a 1 Hour onsite visit, and time thereafter billed in 15 Minute blocks of \$60 (ex GST). Ad-hoc Remote support calls are billed in 15 minute block of \$60AUD (ex GST). This rate will be different if you have pre purchased a pre-paid hour package from us. IS DIGITAL PTY LTD will always attempt to have a solution to your tech problem within the first 1 hour onsite service, however sometimes depending on the type of onsite service required (Example: Corporate Networking, Complete Re-installation of operating systems, updates etc) the technicians may exceed this first hour of service.

2.2 After each ad-hoc onsite visit, IS DIGITAL PTY LTD will invoice you the Fees for the onsite visit. These fees must be paid at the end of the onsite visit, or if prepaid hours have been purchased, the hours used will be deducted from you prepaid hours, with an invoice of work completed sent to you within 30 days, when requested by you at any time, or upon depletion of your prepaid hours.

2.3 Payment for each onsite visit must be paid by one of the following accepted payment methods. Eftpos, Credit Card, Cash, Internet Banking or Business Cheque. (If paying by Internet Banking, a copy of the Payment Confirmation Receipt must be provided)

2.4 We are a pay onsite or pre-paid service provider and do not offer payment on account.

2.5 If payment has not been pre-paid or made at the end of the onsite visit for any work carried out by IS DIGITAL PTY LTD to you, you must pay the invoice within the next 7 days. For payments not received within the 7 day period, IS DIGITAL PTY LTD will issue you with a formal letter advising of the amount owing from you to IS DIGITAL PTY LTD for the relevant invoice. If payment has not been made within a further 3 days, IS DIGITAL PTY LTD will pursue further through the Victorian Civil and Administrative Tribunal.

LIABILITY and DATA PROTECTION

3.1 You agree to indemnify IS DIGITAL PTY LTD against all loss, damage, liability, claims and expense (whether direct or indirect consequential, financial or non-financial) arising directly or indirectly from any Services or Products provided by IS DIGITAL PTY LTD to you, to the fullest extent permissible by Australian Law.

3.2 To the extent allowed by law, our total liability under any claim of any nature arising directly or indirectly from any Service or Product will not exceed the Fees paid by you for that Service or Product.

3.3 Computers and devices are complex machines and whilst IS DIGITAL PTY LTD take all reasonable precautions, and preach best practices for backup, data can be lost during the course of routine work. You acknowledge and agree that it is your responsibility to back up all software and data that is stored on your computer's hard drive and/or any other storage media before we provide any services to you. We will always endeavour to make sure this is done before providing routine work.

3.4 IS DIGITAL PTY LTD will not be liable at any time for any loss, alteration or corruption of data or files relating, either directly or indirectly from the provision of our services.

3.5 IS DIGITAL PTY LTD will not be liable for loss of customer data offsite stored with IS DIGITAL PTY LTD. If requested we will store your data privately and securely however it is up to you to maintain records and keep your own backups of your own data.

3.6 IS DIGITAL PTY LTD will not be liable for your passwords, IS DIGITAL PTY LTD will always offer advice for best password hygiene and implementations to strengthen your digital security.

4.1 This Agreement is governed by the laws of Victoria and the Commonwealth of Australia. IS DIGITAL PTY LTD and You, irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Victoria.

4.2 We will not be liable to you for any breach or delay or failure to perform any of our obligations where such breach or delay or failure is caused by anything beyond our reasonable control, including (without limitation) inability to obtain supplies, war, civil commotion, terrorism, strike, lockout, other industrial act, weather phenomena or other act of God (including any failure by any of our suppliers to supply on time).

4.3 Any failure or delay by IS DIGITAL PTY LTD, in exercising a power or right (either wholly or partially) in relation to this Agreement does not operate as a waiver or prevent IS DIGITAL PTY LTD from exercising that power or right or any other power or right. IS DIGITAL PTY LTD are not liable to you for any loss, cost or expense that may have been caused or contributed to, by the failure, delay, waiver or exercise of a power or right.

4.4 The current Terms and Conditions are available at any time on our website: www.isdigital.com.au in the footer.

4.5 If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

TERMINATION

5.1 IS DIGITAL PTY LTD may immediately terminate the agreement between us and you at any time if you are in breach of these terms and conditions.

DEFINITIONS

6.1 In these Terms and Conditions:

"Onsite Visit", "Onsite Support" or "Onsite Service" is a single on site visit (1 Hour Onsite Support at your home or office) for the purpose of providing onsite computer support services.

"Terms and Conditions" means these terms and conditions;

"we", "us" or "our" means IS DIGITAL PTY LTD

"you" or "your" means the company/employee/customer/client/or person who has requested/booked the onsite visit from IS DIGITAL PTY LTD .

"Fees" means, fees provided on this page, or supplied by you after purchasing a pre-paid block of support hours

"Parties" means the parties entering into this Agreement.

*Your prepaid rate will depend on how many hours you pre-pay for in advance, this will be supplied along with these terms and conditions when you engage with us, and those are the pre-paid rates you will be bound by.