

## ON SITE TECH SUPPORT PAYMENT TERMS & CONDITIONS

CUSTOMER agrees to pay a minimum fee for a TECHNICIAN from TECHSEND TECHNOLOGIES AND CONSULTING ("TechSend") to come to the CUSTOMER's location and render computer services. The minimum fee is inclusive of 1 Hour of on-site labor time. The CUSTOMER will be advised at the conclusion of the first hour of support, should the customer choose to continue the service the CUSTOMER Agrees to pay any additional time billed in 30min slots.

### Same Day Service Fee

The Customer agrees to pay a same day service fee where a booking is made on the same day that work is required to be carried out.

### Weekend / Public Holiday Service Fee

The Customer Agrees to pay a weekend / public holiday service fee where a booking is made for work to be carried out on a Saturday Sunday or Public Holiday.

### Payment

The preferred payment method for all customers is Credit Card up to the value of \$50,000. A 1.9% processing fee is required for all payments made by credit card. Should the value be greater than \$50,000 an invoice shall be issued to which The CUSTOMER agrees to make payment for all charges within 7 days of issue of the tax invoice for the service. A 2.5% payment fee is applicable to all invoices issued. Payments not rendered on time may be subject to additional late processing fees of up to 40% of the total due amount. Prices quoted include GST. GST is charged in accordance with federal legislation and A NEW TAX SYSTEM (GOODS AND SERVICES TAX) ACT 1999.

### Release of Liability

CUSTOMER AGREES TO RELEASE AND HOLD HARMLESS TECHSEND TECHNOLOGIES AND CONSULTING, ITS AGENTS AND SERVICE REPRESENTATIVES FROM ANY AND ALL LIABILITY ASSOCIATED WITH THE PERFORMANCE OF SERVICE OR THE PROVISION OF PARTS, AND ACKNOWLEDGES THAT TECHSEND TECHNOLOGIES AND CONSULTING OFFERS NEITHER AN EXPLICIT OR IMPLIED WARRANTY OR GUARANTEE, FOR THE PARTS PROVIDED, OTHER THAN THE MANUFACTURER'S WARRANTY.

### FURTHER

1. CUSTOMER acknowledges that due to the nature of the services being performed, there is a potential risk of damage or loss including, but not limited to, damage to CUSTOMER's office, home, business computer hardware, its cabling, hubs, routers, switches, peripherals, accessories, and furniture, as well as potential risk of damage, corruption, or loss of computer software, applications, data, and data storage media.
2. CUSTOMER agrees to release and hold harmless TECHSEND TECHNOLOGIES AND CONSULTING from all liability for damage or loss as well as any incidental or consequential material or financial damage or loss that may result from the actions of TECHSEND TECHNOLOGIES AND CONSULTING, its agents or service representatives.
3. CUSTOMER grants TECHSEND TECHNOLOGIES AND CONSULTING, its agents and service representatives, permission to physically access CUSTOMER's home or office property where CUSTOMER's computer system and/or network reside.
4. CUSTOMER grants TECHSEND TECHNOLOGIES AND CONSULTING, its agents and service representatives, access, security rights, and permission to open, view, modify, edit, delete, or otherwise manipulate CUSTOMER's computer software, applications, data, and data storage media including, but not limited to, the computer Operating System, word processing, spreadsheets, databases, workflow, graphics, audio, video, system drivers and libraries, and any other type of software or data that may be contained on CUSTOMER's computer system or network.
5. CUSTOMER grants TECHSEND TECHNOLOGIES AND CONSULTING, its agents and service representatives, access and permission to physically disassemble any and all computer systems, components, networks, cabling, hubs, routers, switches, peripherals, and accessories necessary to perform said services.
6. CUSTOMER grants TECHSEND TECHNOLOGIES AND CONSULTING, its agents and service representatives, permission to perform modification to CUSTOMER's home or office property for the purpose of installing or troubleshooting computer and/or networking hardware, cabling, hubs, routers, switches or peripherals. Modification may include such practices as drilling, cutting through or disassembling furniture, floors, walls, carpet or trim, laying and removing cabling and devices including affixing cabling and devices to furniture, walls, floors, or trim, using nails, screws, staples, hangers, or plastic ties.
7. CUSTOMER grants TECHSEND TECHNOLOGIES AND CONSULTING, its agents and service representatives, permission to install hardware in CUSTOMER's computer and/or network, including but not limited to, processor chips, memory chips, cooling fans, batteries, hard drives, tape drives, storage devices,

- modem and communication devices, audio and video cards, network interface cards, hubs, routers, switches, printers, scanners, cables, and any other hardware requested to be installed by CUSTOMER.
8. CUSTOMER grants TECHSEND TECHNOLOGIES AND CONSULTING, its agents and service representatives, permission to download and/or install software on CUSTOMER's computer and/ or network, including but not limited to, virus scanners, diagnosis and repair utilities, drivers, libraries, and software requested to be installed by CUSTOMER. TECHSEND TECHNOLOGIES AND CONSULTING does not check for licensing compliance for any software provided by CUSTOMER to be installed on their computer systems. It is the responsibility of the CUSTOMER to have proper licensing for any software provided. TECHSEND TECHNOLOGIES AND CONSULTING reserves the right to refuse to install any software for which proper licensing cannot be demonstrated.
  9. TECHSEND TECHNOLOGIES AND CONSULTING strongly advises CUSTOMER to safeguard critical data by backing up said data prior to any services performed by TECHSEND TECHNOLOGIES AND CONSULTING. Unless specifically requested and provided as a paid service by TECHSEND TECHNOLOGIES AND CONSULTING, CUSTOMER is responsible for any backup, archiving, or protective storage as well as restoration if required, of CUSTOMER's data.
    - a. TECHSEND TECHNOLOGIES AND CONSULTING and its representatives are not responsible for the backup and/or restoration of Audio/Video Computer software games etc acquired by means that breach any section of the Copyright Act 1968. This includes and is not limited to torrents, browser extensions etc.
    - b. TECHSEND TECHNOLOGIES AND CONSULTING is required under federal law to inform government authorities on findings of any matters relating to the online exploitation of children and all matters will be forwarded immediately to The AFP Child Protection Operations (CPO) unit of the Australian Federal Police.
  10. Customer also agrees they will not actively solicit work from any of TECHSEND TECHNOLOGIES AND CONSULTING 's contractors or employees for computer related services, without the prior approval of TECHSEND TECHNOLOGIES AND CONSULTING. This agreement shall remain in force for one year, beginning with the date of Customer's last completed service with TECHSEND TECHNOLOGIES AND CONSULTING. This agreement includes all geographic locations where TECHSEND TECHNOLOGIES AND CONSULTING 's Customers reside.

### **30 Day Guarantee**

TECHSEND TECHNOLOGIES AND CONSULTING offers a 30 Day guarantee on all works performed by the TECHNICIAN. The CUSTOMER is aware that the 30 Guarantee is only valid for a credit of one hour of work should the same issue arise within 30 days of the initial job logged and becomes null and void after the 30-day period.

### **Data Recovery**

TECHSEND TECHNOLOGIES AND CONSULTING will attempt to recover data from failed hard drives for the CUSTOMER with the use of software and an external hard drive docking / caddy solution. Should the data not be able to be recovered by the TECHNICIAN then the customer will be referred to a third party data recovery specialist. At this time the CUSTOMER will be charged for all labour works carried out by the TECHNICIAN but then TECHSEND TECHNOLOGIES AND CONSULTING will be released from liability for works performed and fees payable by/to the data recovery specialist.

TECHSEND is a provider of billable on-site services and does not offer or provide telephone technical support. Neither the signing of this agreement nor the performance of services by TECHSEND implies availability of telephone technical support. This document constitutes the entire agreement between the CUSTOMER and TECHSEND. No other agreement whether verbal or written shall be in effect except if agreed to and authorized in writing.

This contract is governed by the laws of the Commonwealth of Australia. Any dispute concerning this agreement shall be heard within the Commonwealth of Australia. By signing below, CUSTOMER acknowledges that he/she has read and understands, and agrees to the terms of this Payment Terms and Release of Liability Form, which is kept on file at the offices of TECHSEND TECHNOLOGIES AND CONSULTING in electronic PDF format.