

BACKGROUND

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with Technology Support services (the "Services")
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client on condition of an additional Service Agreement.

VIRUS AND MALWARE REMOVAL

3. The Contractor cannot and will not provide a guarantee that unknown files or attachments are safe and free from malicious code (i.e. viruses, malware, spyware, ransomware).
4. The Contractor will do everything in its power to verify the contents of a file using third party software to scan and detect malicious code within.
5. The Contractor will provide a secure device to test suspicious files outside of the Clients hardware and network before offering advice on the safety of said file.
6. The Contractor will not be held responsible for the effects of a suspicious file on the Clients hardware or network. The Client must decide whether to proceed in opening suspicious files after considering the advice given by the Contractor.

REMOTE SERVICES

7. The Contractor will make use of secure third party software from TeamViewer to enable the control of the Clients remote computer.
8. By downloading the TeamViewer application, the Client agrees to allow the Contractor access to their computer via a secure connection in order to resolve technical support issues. This includes:
 - a. Viewing the computer screen
 - b. Controlling the mouse, keyboard and other hardware attached to the device
 - c. Transferring files
9. TeamViewer is covered by the EULA found at <https://www.teamviewer.com/en/eula/>

PC HEALTH CHECK-UP

10. The PC health check-up service offered by the Contractor includes but is not limited to the following steps:
 - a. Virus scan
 - b. Hard drive defragmentation
 - c. Network maintenance
 - d. Driver updates
 - e. Uninstallation of unnecessary software
 - f. Startup diagnosis
11. Whilst in the majority of cases these steps can help operating systems boot faster and load applications more efficiently, the Contractor offers no guarantee that the PC check-up service will provide any speed or performance improvements.

TERMS OF AGREEMENT

12. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The term of this Agreement may be extended with the written consent of the Parties.

PERFORMANCE

13. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

CURRENCY

14. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in AUD (Australian Dollars).

PAYMENT

15. The Contractor will charge the Client an hourly rate for the Services (the "Payment").
 - a. All remote work including live chat, telephone, email and remote desktop support is billed in 15 minute blocks at \$20 per block.
 - b. All on-site work is subject to a standard call-out fee of \$50 if travel time is less than 45 minutes.
 - c. When travel time exceeds 45 minutes, the standard call-out fee is instead billed in 15 minute blocks at \$20 per block.
 - d. On-site support is billed at \$80 for the first hour and \$20 per 15 minute block thereafter.
 - e. The minimum on-site charge is the call-out fee plus the first hour of support.
16. The Client will be invoiced when the Services are completed.
17. Additional fees will apply for any additional work requested once the Services have been completed. Costs will be agreed upon by both parties and invoiced in the usual manner.
18. Invoices submitted by the Contractor to the Client are due within seven days of receipt.
19. The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.
20. The Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor, including any National Insurance, income tax and any other form of taxation or social security costs.
21. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

CANCELLATIONS

22. On-site bookings must be cancelled by the Client a minimum of 2 hours prior to the allotted time slot.
23. Failure to cancel in time will result in the following cancellation fees being payable by the Client:
 - a. The standard \$50 call-out fee, or:
 - b. If travel time has already exceeded 45 minutes prior to cancellation, then a charge of \$20 per 15 minutes of travel time will apply.

PENALTIES FOR LATE PAYMENT

24. Payments are due within 7 days of the invoice date.
25. Late payments will result in all future support services being declined until full balance has been received.
26. Invoices overdue by 30 days will be assigned to debt collection agencies to recover full payment.
27. Fees charged to the Contractor for the use of debt collection services will be the sole responsibility of the Client.

CONFIDENTIALITY

28. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, client records and that which is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

29. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
30. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

RETURN OF PROPERTY

31. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records or Confidential Information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

32. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

NOTICE

33. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the agreed addresses or to such other address as either Party may from time to time notify the other.

INDEMNIFICATION

34. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying Party, its respective directors, shareholders, affiliates, officers, agents, employees and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

35. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

TIME OF THE ESSENCE

36. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

37. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

38. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

39. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

41. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

42. This Agreement will be governed by and construed in accordance with the laws of the state of Victoria.

SEVERABILITY

43. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

44. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

ADDITIONAL TERMS

45. By signing this document, the Client hereby acknowledges and agrees to the full terms and conditions which can be found at the following URL: <https://www.bitpix.com.au/terms>