

## **Pro-Active IT Support – Service Agreement Terms & Conditions**

### **1.0 General:**

- 1.1 Both parties agree to liaise on a regular basis to maintain open communication, track progress and ensure items are prioritised and delivered on time.
- 1.2 Adjustments to any terms of the Agreement are to be made upon mutual agreement as needed. This includes any creation and signing of new services.
- 1.3 Adding more devices to the network (servers, computers, printers etc.) will increase the monthly fee.
- 1.4 Project work will be quoted as the need arises.
- 1.5 Charges for third party software (e.g. Office 365, Password Manager, Cloud Backup, Antivirus and Web protection and others) are not included in the monthly service fee.

### **2.0 Authorisation:**

- 2.1 The Customer authorises Advanced Technology to undertake the work according to the IT Support Plan selected. The Customer acknowledges that services do not commence until the first month's payment is received by Advanced Technology.
- 2.2 The Customer acknowledges they have read and understood the Proactive IT Support –Service Agreement Terms & Conditions documents.

### **3.0 Our Services:**

- 3.1 The Customer acknowledges the services that are and are not included in the IT Support Plan they have selected.
- 3.2 The Customer is required to pay for any IT products such as hardware/software in advance and can do so at any time through contacting Advanced Technology. Please note that no orders will be placed until the product is paid for in full. For their records, the Customer will be issued with a separate invoice for any product purchases.
- 3.3 **Included** under the IT Support Plan are day to day maintenance tasks and troubleshooting, for example:
  - Cannot connect to server
  - Internet is slow
  - My program does not start
  - I cannot print

- My software needs maintenance updates
- My server needs maintenance updates
- Monitoring of general health and backup of the systems

3.4 **Not Included** under the IT Support Plan are new installations and/or additions to your current network. These qualify as project work, which is not covered by normal day to day maintenance work and will be quoted separately from this service agreement and executed upon the customer's specific request.

- Examples are:
- Setup and installation of brand new PC or MAC
  - Complete new setup and installation of new operating system on existing PC or MAC
  - Setup and installation of new server
  - Setup and installation of Office 365 = data migration
  - Setup and installation of any other new cloud solution / data migration
  - Data migration in general

#### **4.0 Fees:**

4.1 The Customer is required to pay for services monthly in advance.

4.2 The Customer acknowledges that the fees due are calculated on the number of devices included in the IT Support Plan as agreed. Fees are amended with the addition of new/additional devices. The Customer will be notified of a fee increase based on any increased number of devices when they receive their monthly invoice.

4.3 Ongoing monthly payments will be set up as periodic payments, for automatic transaction from the date of signing this document. The Customer will receive a monthly invoice detailing the amount scheduled to be debited from the Customer's nominated account according to their selected IT Support Plan.

4.4 The Customer is responsible for ensuring that there are sufficient funds available in their account to enable the transaction to be processed successfully on each occasion. The Customer accepts responsibility to pay for any dishonour or chargeback fees incurred by Advanced Technology because of insufficient funds.

4.5 Advanced Technology offers payment via direct debit or credit card (Visa and MasterCard only). Funds must be received by Advanced Technology at the scheduled monthly date to ensure uninterrupted service.

#### **5.0 Cancellation & Variation:**

5.1 The Customer agrees to enter into a 12/24 months agreement (as specified on the quote) with Advanced Technology for the delivery of the selected IT Support Plan. There is a 90 days cooling off period during which the Customer can cancel the agreement in writing without any penalty. The Customer acknowledges that if they decide to cancel or vary the agreement within the contract period, the Customer agrees to pay the remaining IT Support Plan fee. Any fee which has already fallen due prior to the cancellation or change, remains payable.

- 5.2 At the conclusion of the 12/24 months Agreement, the Customer can elect to have their IT Support Plan reviewed. Unless otherwise specified, the IT Support Plan will renew automatically after 12/24 months. Should the Customer wish to cancel their IT Support Plan they must state their request in writing with 30 days' notice.
- 5.3 Advanced Technology reserves the right to increase fees from time to time as cost increases. Any future fee increases will be communicated in writing at least 30 days prior to coming into effect.
- 5.4 Advanced Technology reserves the right to review an IT Support Plan agreement at any time. Advanced Technology reserves the right to cancel an IT Support Plan agreement immediately if the Customer fails to adhere to the terms and conditions, or if the Customer is misusing services within their selected IT Support Plan.
- 5.5 By signing this Agreement, the Customer agrees to Advanced Technology's Fair Use Policy which aims to ensure we are able to provide quality services to all of our Customers and no Customers are disadvantaged by the behaviour of others. Advanced Technology has a sound understanding of the average Customer's use of IT support within a given month. If any Customer becomes an excessive user of IT support, Advanced Technology reserves the right to cancel their IT Support Plan agreement.

## **6.0 Limitation of Liability:**

- 6.1 The Customer acknowledges that this agreement surrounds the supply of services and does not guarantee that their IT equipment or network will never experience problems.
- 6.2. Advanced Technology will ensure to conduct business with honesty, integrity, diligence, perseverance and reliability. Nevertheless, the Customer acknowledges that Advanced Technology cannot be held responsible for damage or data loss beyond Advanced Technology's control.
- 6.3. The Customer acknowledges that it is their responsibility to ensure that software and licence agreements from 3<sup>rd</sup> party vendors are met.

## **7.0 Advanced Technology Commitment:**

- 7.1 Advanced Technology is committed to providing business-grade computer solutions in accordance with the IT Support Plan selected by the Customer. Across all IT Support Plans, our mission is to provide your business with reliable, effective, secure and stress-free computing!
- 7.2 Though we do not guarantee that the implementation of any IT Support Plan will make a Customer's IT equipment or network operate free of problems, we do promise at all times to conduct business with honesty, integrity, diligence, perseverance and reliability.

7.3 Since 2004, we have remained committed to building long-term partnerships with local businesses. Through this agreement we aim to build a long-term partnership with your business by providing well thought-through, simple to use computer solutions with unequalled reliability and a minimum of downtime.

## **8.0 Agreement:**

By accepting the Service Agreement quote, you are agreeing to acquire services (Services) as set out in this document from Providence IT Pty Ltd (Advanced Technology, we, us, our) ABN 34 619 122 182 once we have accepted your order. You agree to comply with and be bound by the terms and conditions titled "Providence IT General Terms and Conditions" available at [www.advancedtechnology.com.au](http://www.advancedtechnology.com.au) and the terms and conditions set out in this document.