



IT SUPPORT TERMS AND CONDITIONS

This Agreement consists of the Schedule of Fees, Terms and Conditions and any Engagement Form.

TERMS AND CONDITIONS

1. PARTIES

- 1.1. These Terms are between Less Stress IT PTY. LTD. (ACN 669 240 466), its successors and assignees (referred to as “we” and “us”) and you, the person, organisation or entity entering this Agreement (referred to as “you”). These Terms apply to all Services provided by us to you.

2. APPOINTMENT OF CONSULTANT

- 2.1. You have requested the Services. You agree and accept that these Terms and Conditions (Terms) form the agreement under which we will supply Services to you. Please read the Terms carefully. Please contact us if you have any questions.

Our contact details are:

Less Stress IT PTY. LTD.

9/193-203 South Pine Road, Brendale, QLD, 4500

Contact Person: Renn Hunt

Email: renn@lessstress.com.au

Phone: 0437 537 759

- 2.2. The Client accepts these Terms by:
- 2.2.1. Confirming online that you accept the Agreement;
 - 2.2.2. Signing and returning this Agreement;
 - 2.2.3. Confirming by email or verbally that you accept the Agreement;
 - 2.2.4. Instructing us to proceed with the Services; or
 - 2.2.5. Making part or full payment for the Services.
- 2.3. We agree to perform the Services in a professional and timely manner, in accordance with industry standards and with due care and skill.
- 2.4. We reserve the right to refuse any request that we deem inappropriate, unreasonable, or illegal.
- 2.5. We may provide the Services to you using our employees, contractors or third party providers, and they are included in these Terms.
- 2.6. Third parties who are not our employees or our direct contractors will be your responsibility. We are not responsible for the products or services provided by those third party providers.

- 2.7. The Fees and Services can be varied by written agreement between us, including by email. If you request a variation to the Services, we have discretion as to whether we make the variation. If we can perform the variation, we will inform you of the additional fee and if you agree, we will invoice you as per the Terms.

- 2.8. Once Services commence, after a technician has evaluated the system, should it appear that scope of Services and Fees will be more than quoted, we will inform you of the additional fee and if you agree, we will invoice you as per the Terms.

- 2.9. **Deposit:** If we indicate that we require a Deposit, we will not commence performing the Services until you have paid the Deposit or the first instalment of our Fee.

- 2.10. **Cancellation:** You must provide us with at least 24 hours’ notice in writing of any cancellation. Failure to do so may result in any Deposit being forfeited in our sole discretion. If no Deposit has been paid, you must pay to us 20% of the original quoted / invoice amount, payable by you within 7 days of receipt of an invoice for that amount.

3. YOUR OBLIGATIONS, WARRANTIES AND RESPONSIBILITIES TO US

- 3.1. You:

3.1.1. understand and agree that prior to contacting or allowing us to perform diagnostic, repair, or other services on your computer, it is your responsibility to back-up the data, software, information or other files stored on your computer disks and/or drives if you so desire;

- 3.1.2. will provide us, or procure for us, such access to your computer hardware, software, networks and systems as may be reasonably required by us to enable us to perform our obligations under the Agreement;

- 3.1.3. you acknowledge that by your use of the Services you are authorising us to access and control your computer for the purposes of computer diagnosis,





service and repair. In connection with delivering the services we may download and use software, gather system data, take control of your computer and access or modify your computer settings.

- 3.1.4. will give us full and clear instructions;
- 3.1.5. understand the Fees and Expenses associated with the provision of the Services to you and will pay these as required under this Agreement;
- 3.1.6. will provide any documents and information in a timely manner or by a date specified in communications;
- 3.1.7. will keep us informed of any change in address, contact details or circumstances;
- 3.1.8. will be honest and lawful in your dealings with us;
- 3.1.9. will treat us with respect and trust;
- 3.1.10. warrant that there are no legal restrictions preventing you from agreeing to these Terms;
- 3.1.11. will not infringe any third party rights in working with us and receiving the Services;
- 3.1.12. warrant that, if the Services are to be performed on your premises, you are authorised to occupy those premises and that the premises are safe and that all facilities provided by you to us to perform the Services are safe; and
- 3.1.13. will not employ, canvass, solicit, entice, induce or attempt to do any of those things with our employees or contractors.

4. LIMITS OF SERVICE

- 4.1 The Services to be provided under this Agreement do not include the Excluded Services.

5. FEES, INVOICING AND PAYMENT

- 5.1. You agree to pay us the Fees and Expenses set out in the Schedule of Fees. All amounts are stated in Australian dollars. All amounts exclude GST (where applicable) unless otherwise stated. Payment may be made by way of credit card or other payment methods as set out in our Invoice.
- 5.2. You agree to pay our invoices by the payment date set out on the Invoice. If you do not pay by the payment date, we may cease to provide the Services to you until we receive payment.
- 5.3. We may charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 8% per annum, calculated daily and compounding

monthly, on any amounts unpaid after the payment date.

- 5.4. If invoices are unpaid after the payment date, we have the right to engage debt collection services for the collection of unpaid and undisputed debts, and the right to commence legal proceedings for any outstanding amounts owed to us.
- 5.5. We reserve the right to report bad debts to independent credit data agencies.
- 5.6. If the Schedule of Fees states that the Fees and Expenses are an estimate only, you acknowledge that the final Fees and Expenses may be more or less than the estimated amounts. We will endeavour to inform you of any material variation as it becomes apparent.

6. TERMINATION OF AGREEMENT

- 6.1. Either Party may terminate this Agreement at any time by giving a minimum 24 hour's written notice to the other. Upon receipt by either Party of a termination notice, the Consultant will invoice the Client for any work undertaken to date.
- 6.2. Either Party may terminate this Agreement if there has been a material breach of these Terms, subject to following the dispute resolution procedure in clause 8.
- 6.3. We may terminate this Agreement immediately if:
 - 6.3.1. you commit a non-remediable breach of the Agreement;
 - 6.3.2. you commit a remediable breach of these Terms and do not remedy the breach within a reasonable time after receiving written notice of the breach;
 - 6.3.3. we consider that a request for the Services is inappropriate, improper or unlawful;
 - 6.3.4. you fail to provide us with clear or timely instructions to enable us to provide the Services;
 - 6.3.5. we consider that our working relationship has broken down including a loss of confidence and trust;
 - 6.3.6. for any other reason outside our control which has the effect of compromising our ability to perform the Services within the required timeframe; or
 - 6.3.7. you fail to pay an invoice by the due date.
- 6.4. On termination of this Agreement you agree that any payments made are not refundable to you, and you are to pay for all Services provided prior to termination, including Services which have been performed and have not yet been invoiced to you.





- 6.5. On termination of this Agreement, you agree to promptly return (where possible), or delete or destroy (where not possible to return), our Confidential Information and/or documents containing or relating to our Confidential Information.
- 6.6. On termination of this Agreement, we agree to promptly return (where possible), or delete or destroy (where not possible to return), your Confidential Information and/or documents containing or relating to your Confidential Information.
- 6.7. On completion of the Services, we will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to these Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on termination of this Agreement.
- 6.8. The accrued rights, obligations and remedies of the Parties are not affected by the termination of these Terms.

7. CONFIDENTIALITY

- 7.1. We, including our employees and contractors, agree not to disclose your Confidential Information to any third party (other than where necessary, to third party suppliers, or as required by law); to use all reasonable endeavours to protect your Confidential Information from any unauthorised disclosure; and only to use your Confidential Information for the purpose for which it was disclosed by you, and not for any other purpose.
- 7.2. You, including your employees and contractors, agree not to disclose our Confidential Information to any third party; to use all reasonable endeavours to protect our Confidential Information from any unauthorised disclosure; and only to use our Confidential Information for the purpose for which it was disclosed or provided by us to you, to provide better quality services to you and not for any other purpose.
- 7.3. These obligations do not apply to Confidential Information that:
 - 7.3.1. is authorised to be disclosed;
 - 7.3.2. is in the public domain and/or is no longer confidential, except as a result of a breach of these Terms;
 - 7.3.3. is received from a third party, except where there has been a breach of confidence; or

7.3.4. must be disclosed by law or by a regulatory authority including under subpoena.

7.4. This clause will survive the termination of these Terms.

8. RESOLUTION OF DISPUTES

- 8.1. Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about the Services, please contact us.
- 8.2. If there is a dispute between the Parties in relation to these Terms, the Parties agree to the following dispute resolution procedure:
 - 8.2.1. You must tell us in writing, the nature of the dispute, what outcome you want and what action you think will settle the dispute. The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them at an initial meeting.
 - 8.2.2. If the Parties cannot agree how to resolve the dispute at that initial meeting, any Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, a Party may ask the local Law Society to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute. The costs of the mediation will be paid equally between the Parties.
 - 8.2.3. Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms, by law or in equity.

9. LIMITATION OF LIABILITY AND DISCLAIMERS

- 9.1. We will provide the Services with due care and skill, the Services will be fit for the purpose that we advertise, and we will supply the Services within a reasonable time.
- 9.2. We exclude all express and implied warranties representations and guarantees and all Services provided to you are without warranties, representations and guarantees of any kind.





- 9.3. Where the provision of Services depends on your information or response, we have no liability for a failure to perform the Services, where it is affected by your delay in response or supply of incomplete or incorrect information.
- 9.4. We may provide you with contact details of third party specialists. This is not a recommendation by us for you to seek their advice or to use their services. We make no representation or warranty about the third party advice or provision of services, and we disclaim all responsibility and liability for the third party advice or provision of services, or their failure to advise or provide services.
- 9.5. To the extent permitted by law, we exclude liability for:
- 9.5.1. the Services being unavailable; and
 - 9.5.2. any Claims for loss of profits, revenue, production, opportunity, access to markets, goodwill, reputation or any loss or damage relating to business interruption or otherwise, suffered by you or made against you, arising out of or in connection with your inability to access or use the Services or the late supply of Services, even if we were expressly advised of the likelihood of such loss or damage.
- 9.6. To the extent permitted by law we disclaim all responsibility and liability for:
- 9.6.1. products or services you purchase from a third party;
 - 9.6.2. timeframes not being met. Any schedules, timelines or delivery dates (whether in writing or not) are indicative only;
 - 9.6.3. the loss, corruption, deletion or changes in part or whole of the Electronic Data;
 - 9.6.4. errors in producing, altering, erasing or using Electronic Data;
 - 9.6.5. ongoing support and maintenance;
 - 9.6.6. any failure in any third party website, service or software or other product;
 - 9.6.7. any third party website, service, software or other product changes its terms or services in such a manner as to detrimentally affect, render unusable or negate the Services;

- 9.6.8. difficulties in receiving, sending, accessing or utilising Electronic Data at any time;
- 9.6.9. any special, indirect or Consequential Loss; and
- 9.6.10. any loss of use or production.

- 9.7. To the extent permitted by law, our total liability arising out of or in connection with the Services, however arising, including under contract, tort including negligence, in equity, under statute or otherwise, is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates. Our total liability to you for all damages in connection with the Services will not exceed the Fees paid by you under this Agreement for the 12 month period prior to the act which gave rise to the liability, or one hundred dollars (AUD\$100) if no such payments have been made.
- 9.8. This clause will survive the termination of this Agreement.

10. INDEMNITY

- 10.1. You are liable for and agree to indemnify, defend and hold us harmless for and against any and all Claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from:
- 10.1.1. any information provided by you that is not accurate, up to date or complete or is misleading or a misrepresentation;
 - 10.1.2. your breach of these Terms;
 - 10.1.3. any misuse of the Services by you, your employees, contractors or agents; and
 - 10.1.4. your breach of any law or third party rights.
- 10.2. You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of the Services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.
- 10.3. This clause will survive the termination of these Terms.

11. GENERAL





- 11.1. **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines.
- 11.2. **Publicity:** You consent to us stating that we provided Services to you, including but not limited to mentioning you on our website and in our promotional material.
- 11.3. **Email:** You acknowledge that we can send electronic mail to you and receive electronic mail from you. You release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.
- 11.4. **GST:** If and when applicable, GST payable on the Fees for the Services will be set out on our invoices. You agree to pay the GST amount at the same time as you pay the Fee.
- 11.5. **Relationship of Parties:** These Terms are not intended to create a relationship between the Parties of partnership, joint venture, or employer-employee.
- 11.6. **Assignment:** These Terms are personal to the Parties. A Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent not to be unreasonably withheld).
- 11.7. **Severance:** If any provision (or part of it) under these Terms is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) under these Terms cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and the remaining provisions (and remaining part of the provision) of these Terms are valid and enforceable.
- 11.8. **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstance beyond our reasonable control, including any restrictions caused by a global pandemic.
- 11.9. **Notices:** Any notice required or permitted to be given by either Party to the other under these Terms will be in writing addressed to the relevant address in clause 2.1. Any notice may be sent by standard post or email, and notices will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 11.10. **Jurisdiction & Applicable Law:** These terms are governed by the laws of Queensland and the Commonwealth of Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland.
- 11.11. **Entire Agreement:** These Terms and the Schedule of Fees and any document expressly referred to in them represent the entire agreement between the Parties and supersede any prior agreement, understanding or arrangement between the Parties, whether oral or in writing.
- ## 12. DEFINITIONS
- 12.1. **Agreement** means a particular contract made under these Terms and Conditions between us and the you.
- 12.2. **Claim/Claims** includes a claim, notice, demand, right, entitlement, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, award, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute, whether indirect, incidental, special, consequential and/or incidental, and whether involving a third party or a Party to the Terms or otherwise.
- 12.3. **Confidential Information** includes confidential information about you, your credit card or payment details, and the business, structure, programs, processes, methods, operating procedures, activities, products and services, trade secrets, know how, financial, accounting, marketing and technical information, customer and supplier lists (including prospective customer and supplier information), ideas, concepts, technology, and other information of either Party whether or not such information is reduced to a tangible form or marked in writing as “confidential”.
- 12.4. **Consequential Loss** means any loss of actual or anticipated profits, revenue, income, savings, production, business, contracts, opportunity, goodwill, reputation, publicity, date or use;
- 12.5. **Electronic Data** means data, database and ideas, notes and information used for communications, displays, distribution, interpretation or processing by





electronic and electromechanical data processing systems or electronic equipment and includes programmes, software and other coded instructions for such equipment.

- 12.6. **Engagement Form** means the engagement form (if any) to which these Terms are attached or the communication between Parties whereby you select the Services.
- 12.7. **Excluded Services** (if any) are set out in the Schedule of Fees.
- 12.8. **Expenses** are set out in the Schedule of Fees.
- 12.9. **Fees** are set out in the Schedule of Fees.
- 12.10. **GST** means GST as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended

from time to time or any replacement or other relevant legislation and regulations.

- 12.11. **Party** and **Parties** means a party or parties to this Agreement and includes their successors and assigns.
- 12.12. **Services** means any services that we provides to you under these Terms and Conditions;
- 12.13. **Schedule of Fees** means the schedule of fees forming part of this Agreement as amended by us from time to time.
- 12.14. **Terms** means these terms and conditions.
- 12.15. **Variation** means amended or additional services, including but not limited to changes to the Services or Fees or Expenses.

