

VIRDIS Pty Ltd | Software Terms & Conditions

Valid until from August 2017 until August 2018.

1. Introduction

The supply of goods and/or the performance of services by VIRDIS Pty Limited is offered only and exclusively on the following terms and conditions. By requesting, ordering or otherwise permitting us to supply goods to or perform services for you, like **Computer/Systems Repairs, Services & Support, Software and Websites**, you hereby accept irrevocably and unconditionally our offer without derogation. We believe business should be conducted honestly and fairly. We strive to provide the highest quality of service and support. We cannot guarantee specific results for our services, but will operate under the principles stated above.

2. Billing Terms

Services are billed at an hourly rate or by contractual agreement. Charges will be calculated in half-hour increments after the first hour, rounded up by default, and carry a minimum one-hour charge. We may, on a case-by-case basis, choose to round down to the nearest half-hour. Our current hourly rate is \$99.00. We will provide you with an estimate of cost for the work that you request us to do if asked. In the case that we foresee a deviation on cost of job completion beyond the above stated allowable amount, we will make every effort to contact you and inform you of the situation and receive authorization to continue or stop at the estimate limit. In the case, we cannot reach you, we will continue to work until the estimate limit is reached. Once reached, we will halt work until contact is established.

3. Payments Terms

Full payment is due as stated in your tax invoice which is provided upon completion of supply of goods and/or of services. Failure to pay may result in the debt being turned over to a collections agency. You will be responsible for all costs incurred by us, collection agencies, or courts incurred by litigation for failure to pay.

4. Liability and Warranties

Use of VIRDIS PTY LTD software and service is entirely at your own risk. Neither VIRDIS PTY LTD nor its affiliates are responsible for the consequences of reliance on any information contained in or submitted to the service, and the risk of injury from the foregoing rests entirely with you. These materials are provided "as is" without warranty of any kind, either express or implied. VIRDIS PTY LTD shall not be liable for any direct, special, indirect, incidental, consequential, or punitive damages, including without limitation, lost revenues or lost profits, which may result from the use of, access to, or inability to use these materials. Under no circumstances will the total liability of VIRDIS PTY LTD to you exceed the price paid for use of the service. We provide our effort to supply goods and/or performance of services for which you request such services. VIRDIS Pty Ltd will not intentionally harm or damage your possessions and/or your systems. In the case of accidental damage to your system or data, further damage or data loss caused by already existing problems in your system such as viruses, misconfigured software, or hardware problems/failures VIRDIS Pty Ltd, will not be held liable for damages resulting from such problems. It is your responsibility to back up all software and data on your computer's hard drive(s) and/or

any other storage devices before VIRDIS Pty Ltd commences any service. VIRDIS Pty Ltd is not responsible at any time for any loss, alteration, or corruption of any software, data, or files. The risk in the goods and all insurance responsibility for theft, damage or otherwise in respect of the goods shall pass to you immediately upon delivery of the goods to the premises nominated by you. You acknowledge that systems are complicated and sometimes problems are more deeply rooted or complicated than initially diagnosed. You also acknowledge that a problem which occurs with your system after our visit may be unrelated to the work we performed for you and is therefore outside the scope of our Service Guarantee. You acknowledge that any equipment presented for repair may have pre-existing damage or other problems, and that VIRDIS cannot, due to such pre-existing damage, assume responsibility for such damage or further problems resulting therefrom. You shall be solely responsible for all data inputs, the manner of use of the goods by all those to whom it provides access and all outputs derived, and all other results of such processing. You shall comply, at your own expense, with any recommendations and guidelines with respect to the use of the goods, including any adjustments or replacements required in respect of equipment and software that is incidental or collateral to the use of the goods. You shall ensure that your operators are adequately trained and informed as to the use of the goods and shall comply with guidelines and procedures supplied by any third-party manufacturer from time to time. We strongly advise that changes to systems are not done by inexperienced persons. You shall promptly report via email errors or faults in the operation of any aspect of the goods or any provision of the services. We are not responsible for warranties voided due to services performed on systems. For each attendance for service you will be asked to sign a Service Report. The service report will state the work done on the day, the time work commenced, and work stopped and all components of the service that has been performed. The customer must read and understand the report then sign the report to acknowledge that the work specified has been satisfactorily completed and verified.

5. Support

Customer satisfaction is important to us. We will back up our work with support services. Support will be provided for problems requested to be resolved in the work order but not resolved at no additional cost. Additional support may be provided free of charge at our discretion. We stand behind our service. If you notify us of a problem with the services you were provided, and our diagnosis of the problem indicates that our services were not performed satisfactorily, we will work to provide a solution to your problem quickly and at no additional cost to you.

6. Duration

We are not responsible for items left with us over 60 days after you have been contacted to collect them unless otherwise agreed.

7. Software

By accessing, viewing, or using the material and functionality on the Service or any Software provided by VIRDIS PTY LTD, you indicate that you understand and intend these Terms and Conditions to be the legal equivalent of a signed, written contract, and equally binding, and that you accept such Terms and Conditions and agree to be legally bound by them. If you do not agree with the Terms and Conditions, you are not granted permission to use the Service and should exit immediately.

8. Proprietary Rights.

VIRDIS PTY LTD software is protected by law, including, but not limited to, International copyright law. All rights reserved. Removing or altering the copyright notice on any material on the Service is prohibited. VIRDIS PTY LTD, also owns a copyright in this Service as a collective work and/or compilation, and in the selection, coordination, arrangement, organization, and enhancement of such content. Any commercial use of this content is prohibited without the prior written consent of VIRDIS PTY LTD. All trademarks used that are not the intellectual property of VIRDIS PTY LTD, are property of their respective holders.

9. Communications With Our Web Service.

VIRDIS PTY LTD , welcomes your feedback and suggestions about how to improve our products and services. By transmitting any suggestions, information, material, or other content (collectively, "content") to VIRDIS PTY LTD , you automatically grant VIRDIS PTY LTD the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, redistribute, transmit, perform, and display such content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content. Further, VIRDIS PTY LTD is free to use any ideas, concepts, know-how, techniques, and suggestions contained in any communications you send to this Service for any purpose whatever,

including but not limited to creating and marketing products and/or services using such information.

10. Indemnification.

You agree to defend, indemnify, and hold harmless VIRDIS PTY LTD , its affiliates and subsidiaries, and all of their respective directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, and attorneys from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including attorney's fees and litigation expenses) relating to or arising from your use of the Service and any breach by you of these Terms and Conditions.

These Terms and Conditions constitute the entire agreement between you and VIRDIS PTY LTD, with respect to your use of the Service. You acknowledge that, in providing you access to and use of the Service, VIRDIS PTY LTD has relied on your agreement to be legally bound by these Terms and Conditions.

11. Contact Information

VIRDIS PTY LTD welcomes your comments regarding this Terms of Use, please contact us by e-mail at michael.virdis@virdis.com.au